



To: <cheri.coryea@mymanatee.org>,  
 Cc: <denise.thomas@mymanatee.org>, "Hopkins, Shemeeka" <Shemeeka.Hopkins@em.myflorida.com>,  
 Bcc:  
 Subject: Residential Construction Mitigation Program Award- Manatee County  
 From: "Harrell, Dexter" <Dexter.Harrell@em.myflorida.com> - Monday 07/11/2011 02:11 PM

History: This message has been replied to and forwarded.

1 attachment



ManateeCoBdofCoCommision RCMP2012-07 6-30-11 StateFundedSubGrantAgreementDEMFY2011(Manatee County).

**Residential Construction Mitigation Program Award E-mail**

*The proposed contract has been forwarded to you electronically, if you are unable to print the attached documentation please contact the staff listed below.*

Dear Ms. Coryea:

The Division of Emergency Management (DEM) is pleased to award a grant to the **Manatee County Board of County Commissioners** in the amount of **\$150,000.00**. These funds shall be used by the **Manatee County Board of County Commissioners** to implement activities authorized under Section 215.559 of the Florida Statutes, Hurricane Loss Mitigation Program. Please note that this is an eligible cost-reimbursement contract, and as such, the recipient must make other funding arrangements to complete this project. However, the recipient may submit periodic requests for payment throughout the project process, consistent with the terms of the contract.

Attached is your copy of the proposed contract between the **Manatee County Board of County Commissioners** and DEM. Please print four (4) copies of the contract. The official representative, as listed below, will need to sign the signature page (Page 14) and complete the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion form. The four (4) signed original contracts should then be sent to the Tallahassee address listed below for full execution no later than fifteen (15) days after receipt of this e-mail for final execution. One original fully executed contract will be returned to the **Manatee County Board of County Commissioners** for its files.

**Official Representatives:**

- County: Chairman of the Board of Commissioners
- City: Mayor
- Indian Tribe: Chief or President
- Water Management District: Chairman
- Non-Profit: Chairman of the Board

If there is an official that is not listed above who is authorized to sign the contracts for your organization, please provide a copy of the organization's resolution or charter that specifically identifies the person or position that is authorized to sign.

If you have questions regarding this contract or who is authorized to sign it, please call Dexter Harrell at 850-413-9820.

**Mail Contract To:**

Residential Construction Mitigation Program  
Florida Division of Emergency Management  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399  
Attn: Dexter Harrell

For more information concerning wind retrofits, please view the "Wind Retrofit Guide for Residential Buildings" located on the FEMA website at <http://www.fema.gov/library/viewRecord.do?&id=4569>

***Dexter L. Harrell***  
***Community Assistance Consultant***  
***Florida Division of Emergency Management***  
***Office: (850) 413-9820***  
***Fax: (850) 413-9857***  
**[www.floridadisaster.org](http://www.floridadisaster.org)**

**STATE-FUNDED SUBGRANT AGREEMENT**

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

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

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

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

(1) SCOPE OF WORK.

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

(2) INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES

The Recipient and the Division shall be governed by applicable State and Federal laws, rules and regulations, including those identified in Attachment B.

(3) PERIOD OF AGREEMENT.

This Agreement shall begin upon execution by both parties and shall end June 30, 2012, unless terminated earlier in accordance with the provisions of Paragraph (12) of this Agreement.

(4) MODIFICATION OF CONTRACT

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.

(5) RECORDKEEPING

(a) As applicable, Recipient's performance under this Agreement shall be subject to the federal OMB Circular No. A-102, "Common Rule: Uniform Administrative Requirements for Grants and Cooperative Agreement to State and Local Governments" (53 Federal Register 8034) or OMB Circular No. A-110, "Uniform Administrative Requirements for Grants and Agreement with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations," and either OMB Circular No. A-87, "Cost Principles for State, Local and Indian Tribal Governments," OMB Circular No. A-21, "Cost Principles for Educational Institutions, " or OMB Circular No. A-122, "Cost Principles for Non-profit Organizations."

(b) The Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, and the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five years from the date the audit report is issued, and shall allow the Division or its designee, the State Chief Financial Officer or the State Auditor General access to the records upon request. The Recipient shall ensure that audit working papers are available to them upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Division. The five year period may be extended for the following exceptions:

1. If any litigation, claim or audit is started before the five year period expires, and extends beyond the five year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

2. Records for the disposition of non-expendable personal property valued at \$5,000 or more at the time it is acquired shall be retained for five years after final disposition.

3. Records relating to real property acquired shall be retained for five years after the closing on the transfer of title.

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

(d) The Recipient, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to the Division, its employees, and agents. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by the Division.

#### (6) AUDIT REQUIREMENTS

(a) The Recipient agrees to maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement.

(b) These records shall be available at reasonable times for inspection, review, or audit by state personnel and other personnel authorized by the Department or the Division. "Reasonable" shall ordinarily mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

(c) The Recipient shall provide the Department with the records, reports or financial statements upon request for the purposes of auditing and monitoring the funds awarded under this Agreement.

(d) If the Recipient is a nonstate entity as defined by Section 215.97, Fla. Stat., it shall comply with the following:

If the Recipient expends a total amount of State financial assistance equal to or more than \$500,000 in any fiscal year of such Recipient, the Recipient must have a State single or project-specific

audit for such fiscal year in accordance with Section 215.97, Fla. Stat.; applicable rules of the Executive Office of the Governor and the Chief Financial Officer; and Chapters 10.550 (local government entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Agreement shows the State financial assistance awarded by this Agreement. In determining the State financial assistance expended in its fiscal 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.

In connection with the audit requirements addressed in this Paragraph 6(d) above, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Fla. Stat. This includes submission of a reporting package as defined by Section 215.97(2)(e), Fla. Stat. and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

If the Recipient expends less than \$500,000 in State financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Fla. Stat., is not required. In the event that the Recipient expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Fla. Stat., 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). Additional information on the Florida Single Audit Act may be found at the following website: <https://apps.fldfs.com/fsaa/>

(e) Report Submission

1. The annual financial audit report shall include all management letters and the Recipient's response to all findings, including corrective actions to be taken.
2. The annual financial audit report shall include a schedule of financial assistance specifically identifying all Agreement and other revenue by sponsoring agency and Agreement number.
3. Copies of financial reporting packages required under this Paragraph 6 shall be submitted by or on behalf of the Recipient directly to each of the following:

The Department of Community Affairs at each of the following addresses:

Department of Community Affairs  
Office of Audit Services  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100  
and

Division of Emergency Management  
Bureau of Mitigation  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100

The Auditor General's Office at the following address:

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

4. Any reports, management letter, or other information required to be submitted to the Division or the Department of Community Affairs pursuant to this Agreement shall be submitted on time as required under OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Division or the Department of Community Affairs for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.

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

(g) The Recipient shall have all audits completed in accordance with Section 215.97, Fla. Stat. by an independent certified public accountant (IPA) who shall either be a certified public accountant or a public accountant licensed under Chapter 473, Fla. Stat. The IPA shall state that the audit complied with the applicable provisions noted above. The audit must be submitted to the Division no later than nine (9) months from the end of the Recipient's fiscal year.

(7) REPORTS

(a) The Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Recipient and all subrecipients and subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

**(b) Quarterly reports are due to the Division no later than 15 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.**

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

(d) If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or

may take other action as stated in Paragraph (11) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

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

(f) The Recipient shall provide additional reports and information identified in Attachment D.

(8) MONITORING.

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

In addition to reviews of audits conducted in accordance with paragraph (6) 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 or the Department determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Division or the Department 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.

(9) LIABILITY

(a) Unless Recipient is a State agency or subdivision, as defined in Section 768.28, Fla. Stat., 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, Fla. Stat., 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, Fla. Stat. 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.

(10) DEFAULT.

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall, if the Division elects, terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (11). However, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment:

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

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

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

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

(11) REMEDIES.

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

(a) Terminate this Agreement, provided that the Recipient is given at least thirty days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (13) herein;

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

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

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

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

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

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

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



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

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

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

(12) 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, Fla. Stat., as amended.

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

(13) NOTICE AND CONTACT.

(a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, or first class, certified mail, return receipt requested, to the representative named below, at the address below, and this notification attached to the original of this Agreement.

(b) The name and address of the Division contract manager for this Agreement is:

Mr. Dexter Harrell, Community Assistance Consultant  
Bureau of Mitigation  
Division of Emergency Management  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100  
Telephone: 850-413-9820  
Fax: 850-413-9857  
Email: [Dexter.Harrell@em.myflorida.com](mailto:Dexter.Harrell@em.myflorida.com)

(c) The name and address of the Representative of the Recipient responsible for the administration of this Agreement is:

Mrs. Cheri Coryea, Director, NSD  
Manatee County Board of County Commissioners  
1112 Manatee Avenue West, 5<sup>th</sup> Floor, Bradenton, Florida 34205  
Telephone: 941-749-3029  
Fax: 941-749-3027  
Email: [cheri.coryea@mymanatee.org](mailto:cheri.coryea@mymanatee.org)

(d) In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided as outlined in (13)(a) above.

(14) SUBCONTRACTS

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

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

(15) TERMS AND CONDITIONS

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

(16) ATTACHMENTS

- (a) All attachments to this Agreement are incorporated as if set out fully.
- (b) In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

(c) This Agreement has the following attachments:

- Exhibit 1 - Funding Sources
- Attachment A – Budget and Scope of Work
- Attachment B – Program Statutes and Regulations

- Attachment C – Statement of Assurances
- Attachment D – Request for Reimbursement
- Attachment E – Justification of Advance
- Attachment F – Quarterly Report Form
- Attachment G – Warranties and Representations
- Attachment H – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

(17) FUNDING/CONSIDERATION

(a) This is a cost-reimbursement Agreement. The Recipient shall be reimbursed for costs incurred in the satisfactory performance of work hereunder in an amount not to exceed \$150,000.00, subject to the availability of funds. All requests for reimbursement of administrative costs must be accompanied by the back-up documentation evidencing all such administrative costs.

(b) Any advance payment under this Agreement is subject to Section 216.181(16), Fla.Stat., and is contingent upon the Recipient's acceptance of the rights of the Division under Paragraph (12)(b) of this Agreement. The amount which may be advanced may not exceed the expected cash needs of the Recipient within the first three (3) months of the contract term. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds.

(c) After the initial advance, if any, payment shall be made on a reimbursement basis as needed. The Recipient agrees to expend funds in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(d) Request for reimbursement should be submitted at least quarterly and should include the support documentation for all costs of the project submitted on the Request for Reimbursement. Any Requests for Reimbursement that fails to include Attachment D with the supporting documentation may be returned or delayed in processing. Final invoice shall be submitted 30 days after the expiration date of the agreement. 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 subparagraph (19)(h) 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.

(18) REPAYMENTS

All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Department of Community Affairs", and mailed directly to the Division's Contact listed above.

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

(19) MANDATED CONDITIONS

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

(b) This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

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

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

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

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

(g) Any Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals:

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;
2. have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph 19(g)2. of this certification; and
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.

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

**In addition, the Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment G) 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.**

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

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

(j) Any bills for travel expenses shall be submitted in accordance with Section 112.061, Fla. Stat.

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

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

(m) The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation

of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

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

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

(p) The Agreement may be charged only with allowable costs resulting from obligations incurred during the term of the Agreement.

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

(20) LOBBYING PROHIBITION

(a) 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.

(b) The Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying."

3. The Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for

making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(21) COPYRIGHT, PATENT AND TRADEMARK

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

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

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

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

(22) LEGAL AUTHORIZATION.

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

(23) ASSURANCES.

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

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

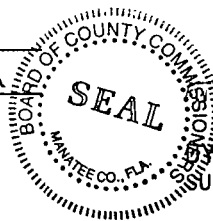
**MANATEE COUNTY BOARD OF COUNTY COMMISSIONERS:**

By: [Signature]

Name and title: Carol Whitmore, Chairman

Date: July 26, 2011

FID# \_\_\_\_\_



[Signature]  
TEST R. B. SHORE  
CLERK OF CIRCUIT COURT  
SUSAN G. ROMINE DEPUTY CLERK

**STATE OF FLORIDA  
DIVISION OF EMERGENCY MANGEMENT**

By: \_\_\_\_\_

Name and Title: Brian Koon, Director

Date: \_\_\_\_\_



## EXHIBIT – 1

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

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

NOTE: If the resources awarded to the recipient represent more than one State project, provide the same information shown below for each State project and show total state financial assistance awarded that is subject to Section 215.97, Florida Statutes.

State Project -

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

Catalog of State Financial Assistance title: **Residential Construction Mitigation Program**

Catalog of State Financial Assistance number : **52.016**

Amount of State Funding: \$150,000.00

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

Only the goods and services described within the attached Agreement and Attachment A are eligible expenditures for the funds awarded.

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

## Attachment A

### Budget and Scope of Work

Manatee County Board of County Commissioners will mitigate up to fifteen (15) qualified single-family homes within Manatee County. Manatee County Board of County Commissioners will efficiently monitor the work detail including all eligible activities - labor hours, material costs, material specifications, and installation specifications. All construction and installations will be done in strict compliance with Florida Building Codes and Manufacturer's Specifications.

Example activities include:

- Replacement of roof covering/ re-roofing,
- Installation of window and door opening protection,
- Brace bottom chord gable end,
- Soffits and roof ventilation
- Roof to wall connections.

DEM must complete Benefit Cost Analysis (BCA) and grant approval for each property prior to commencing RCMP mitigation work. In addition, Manatee County Board of County Commissioners will adhere to the following:

- 1) Pre-mitigation inspections must be conducted on each house receiving retrofit work
  - Provide list of the properties identified for mitigation
  - Photos must be taken of all sides of the house.
  - Applicant will identify retrofit measures to be taken on each home
  - Provide cost estimate for each structure, including all related expenses.
- 2) Based on the pre-mitigation inspection report, each home must have a scope of work write-up that specifically states the retrofit measures to be performed for each home.
- 3) Recipient will provide Attachment A-2 for each home (complete checklist with all data required for benefit-cost analysis) that receives retrofit measures. The Division will conduct a Benefit Cost Analysis (BCA), no work could start before project's cost-effectiveness is determined and approved.
- 4) Copies of permits and scope of work write-ups are to be provided with payment requests. (Recipients are encouraged to send payment requests on a monthly or quarterly basis.)
- 5) All RCMP work must be completed by June 30, 2012 and state should be notified to schedule a final inspection.
- 6) Final deliverables are required for project closeout and final payment. This information must be received no later than 30 days after project completion or July 30, 2012, whichever occurs first. The package must include the following:
  - Post inspection reports/certificate of completion for each home
  - Florida Building Code product approval with material specifications for all products used in the project (i.e. shutters, impact resistant glass, roof, etc)
  - Photos (in color) of mitigation work
  - Database documenting the homes completed
  - *The database shall list each homeowner's name, address, pre- and post- inspection dates, retrofit measures completed, retrofit cost, homeowner's insurance company and policy number, the name of the program used to leverage the RCMP, and the amount of that leverage.*
  - Completed Performance Measurement form\*

\*RCMP staff will provide the Performance Measurement Form to The Manatee County Board of County Commissioners for completion. The form will be developed based on the performance measurement framework presented in your application.

EXPENDITURE CATEGORIES	RCMP AWARD
1. SALARY AND BENEFITS	
2. OTHER PERSONAL / CONTRACTUAL SERVICES	\$140,000
3. ADMINISTRATIVE EXPENSES	\$10,000
4. EXPENSES	
5. OPERATING CAPITAL OUTLAY	
6. FIXED CAPITAL OUTLAY	
<b>TOTAL EXPENDITURES</b>	<b>\$150,000</b>

**NARRATIVE EXPLANATION AND JUSTIFICATION OF LINE ITEMS:**

**OTHER PERSONAL / CONTRACTUAL SERVICES:** Labor & Material costs to residential contractors for retrofits

**ADMINISTRATIVE EXPENSE:** Personnel cost

**Attachment B**  
**Program Statutes and Regulations**

Section 215.559, Florida Statutes

- (1) OMB Circular No. A-110
- (2) OMB Circular No. A-87
- (3) OMB Circular No. A-21
- (4) OMB Circular No. A-122
- (5) OMB Circular No. A-102
- (6) American's With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 seq.)
- (7) Cash Management Improvement Act of 1990
- (8) Immigration and Nationality Act Section 274A(e)

**Attachment C**  
**Statement of Assurances**

**(This page is left blank intentionally)**

**Attachment D**

**DIVISION OF EMERGENCY MANAGEMENT**

**REQUEST FOR ADVANCE OR REIMBURSEMENT OF  
RESIDENTIAL CONSTRUCTION MITIGATION PROGRAM FUNDS**

RECIPIENT NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP CODE: \_\_\_\_\_

PAYMENT No: \_\_\_\_\_ Project Number: RCMP2012-007 DEM Agreement No: 12-RC-5S-08-51-01-

SALARY AND BENEFIT	OTHER PERSONAL/ CONTRACTUAL SERVICES	ADMIN EXPENSES	EXPENSES	OPERATING CAPITAL OUTLAY	PREVIOUS PAYMENT	TOTAL CLAIM AMOUNT	DCA USE ONLY	
							APPROVED	COMMENTS

TOTAL CURRENT REQUEST \$ \_\_\_\_\_

I certify that to the best of my knowledge and belief the above accounts are correct, and that all disbursements were made in accordance with all conditions of the Division agreement and payment is due and has not been previously requested for these amounts.

RECIPIENT SIGNATURE \_\_\_\_\_

NAME AND TITLE \_\_\_\_\_ DATE: \_\_\_\_\_

<b>TO BE COMPLETED BY DIVISION OF EMERGENCY MANAGEMENT</b>	
APPROVED PROJECT TOTAL \$ _____	
ADMINISTRATIVE COST \$ _____	_____ GOVERNOR'S AUTHORIZED REPRESENTATIVE
APPROVED FOR PAYMENT \$ _____	_____ DATE













**Attachment E**

**JUSTIFICATION OF ADVANCE PAYMENT**

**RECIPIENT:**

Indicate by checking one of the boxes below, if you are requesting an advance. If an advance payment is requested, budget data on which the request is based must be submitted. Any advance payment under this Agreement is subject to s. 216.181(16), Florida Statutes. The amount which may be advanced shall not exceed the expected cash needs of the recipient within the initial three months.

**NO ADVANCE REQUESTED**

No advance payment is requested. Payment will be solely on a reimbursement basis. No additional information is required.

**ADVANCE REQUESTED**

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

**ADVANCE REQUEST WORKSHEET**

If you are requesting an advance, complete the following worksheet.

	<i>DESCRIPTION</i>	(A) FFY 2009-2010	(B) FFY 2010-2011	(C) FFY 2011-2012	(D) Total
1	INITIAL CONTRACT ALLOCATION				
2	FIRST THREE MONTHS CONTRACT EXPENDITURES <sup>1</sup>				
3	AVERAGE PERCENT EXPENDED IN FIRST THREE MONTHS (Divide line 2 by line 1.)				

<sup>1</sup>First three months expenditures need only be provided for the years in which you requested an advance. If you do not have this information, call your consultant and they will assist you.

**MAXIMUM ADVANCE ALLOWED CALCULATION:**

$$\text{Cell D3} \times \$ \text{RCMP Award (Do not include match)} = \text{MAXIMUM ADVANCE}$$

**REQUEST FOR WAIVER OF CALCULATED MAXIMUM**

- Recipient has no previous RCMP contract history. Complete Estimated Expenses chart and Explanation of Circumstances below.
- Recipient has exceptional circumstances that require an advance greater than the Maximum Advance calculated above. Complete estimated expenses chart and Explanation of Circumstances below. Attach additional pages if needed.

**ESTIMATED EXPENSES**

<b>BUDGET CATEGORY</b>	<b>2011-2012----- Anticipated Expenditures for First Three Months of Contract</b>
<b>ADMINISTRATIVE COSTS</b>	
<b>PROGRAM EXPENSES</b>	
<b>TOTAL EXPENSES</b>	

**Explanation of Circumstances:**

**Attachment E-1**

**Justification of Advance**

**1. Where to submit Advance Payment Requests:**

Florida Division of Emergency Management  
Bureau of Mitigation  
Residential Construction Mitigation Program  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100

**2. Required Information:**

**A. *First time recipients:***

Must provide estimation (with justification/rationale) of expenditures for the first three months of the contract.

**B. *Continuing Recipients:***

Must provide data comparing prior year expenditures to advance payments received. (3 years if applicable).

**DIRECTIONS FOR COMPLETING ADVANCE PAYMENT JUSTIFICATION FORM**

**3. Lines 1-5**

Columns 1-3: - Enter SFY/FFY for each column in which data will be reported.

- For lines 1-4, enter the first three months expenditures for each previous fiscal year.

- Total the expenditures for each column and enter totals on Line. 5.

Column 4: - Total the expenditures for each line item and enter the sum in Column 4.

Column 5: - For each line item, divide the total entered in Column 4 by 3 and enter the total (average) in Column 5.

**5. Lines 6-8**

Columns 6-10 - Enter SFY/FFY for each column in which data will be reported.

Line 6: Enter the total advance received from each fiscal year. Enter total for all columns in Column 9.

Divide the total entered in Column 9 by 3 and enter the total (average) in Column 10.

Line 7: Enter the totals from Line 5 above for Columns 6-10.

Line 8: For each column, subtract Line 6 from Line 7 and enter the difference on Line 8 for the appropriate fiscal year, total and average.

Lines 6 and 7: Divide the totals listed in column 9 by 3 and enter the total (average) in column 10.

6. Advance Payment Request - Go to Line 7, column 10. This amount is the average total expense for the prior year contracts and should be considered when determining the projected advance payment amount.



Attachment F

DIVISION OF EMERGENCY MANAGEMENT  
RESIDENTIAL CONSTRUCTION MITIGATION PROGRAM

QUARTERLY REPORT FORM

RECIPIENT: \_\_\_\_\_

Project Number: RCMP2012-007

PROJECT LOCATION: \_\_\_\_\_

DEM ID #: 12-RC-5S-08-51-01-

QUARTER ENDING: \_\_\_\_\_

Provide amount of advance funds disbursed for period (if applicable) \$ \_\_\_\_\_

Provide reimbursement projections for this project:

July-Sep, 20\_\_ \$ \_\_\_\_\_ Oct-Dec, 20\_\_ \$ \_\_\_\_\_ Jan-Mar, 20\_\_ \$ \_\_\_\_\_ Apr-June, 20\_\_ \$ \_\_\_\_\_

July-Sep, 20\_\_ \$ \_\_\_\_\_ Oct-Dec, 20\_\_ \$ \_\_\_\_\_ Jan-Mar, 20\_\_ \$ \_\_\_\_\_ Apr-June, 20\_\_ \$ \_\_\_\_\_

Percentage of Work Completed (may be confirmed by state inspectors): \_\_\_\_\_%

Project Proceeding on Schedule:  Yes  No

Describe milestones achieved during this quarter:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Provide a schedule for the remainder of work to project completion:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Describe problems or circumstances affecting completion date, milestones, scope of work, and cost:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Cost Status:  Cost Unchanged  Under Budget  Over Budget

Additional Comments/Elaboration:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTE: Division of Emergency Management (DEM) staff may perform interim inspections and/or audits at any time. Events may occur between quarterly reports, which have significant impact upon your project(s), such as anticipated overruns, changes in scope of work, etc. Please contact the Division as soon as these conditions become known, otherwise you may be found non-compliant with your subgrant award.

Name and Phone Number of Person Completing This Form \_\_\_\_\_

## Attachment G

### Warranties and Representations

#### Financial Management

Recipient's financial management system shall provide for the following:

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

#### Competition.

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

#### Codes of conduct.

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

#### Business Hours

The Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

#### Licensing and Permitting

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

Attachment H

**Certification Regarding  
Debarment, Suspension, Ineligibility  
And Voluntary Exclusion**

**Contractor Covered Transactions**

- (1) The prospective contractor of the Recipient, \_\_\_\_\_, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Recipient's contractor is unable to certify to the above statement, the prospective contractor shall attach an explanation to this form.

CONTRACTOR:

\_\_\_\_\_

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Recipient's Name

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Division Contract Number

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Date

# MANATEE COUNTY GOVERNMENT

## AGENDA MEMORANDUM

<b>SUBJECT</b>	Execution of Residential Construction Mitigation Program Agreement	<b>TYPE AGENDA ITEM</b>	Consent
<b>DATE REQUESTED</b>	July 26, 2011	<b>DATE SUBMITTED/REVISED</b>	July 15, 2011
<b>BRIEFINGS? Who?</b>	None Required	<b>CONSEQUENCES IF DEFERRED</b>	Loss of RCMP Grant Funds
<b>DEPARTMENT/DIVISION</b>	Neighborhood Services/ Community Development	<b>AUTHORIZED BY TITLE</b>	Cheri R. Coryea, Director <i>CRC</i>
<b>CONTACT PERSON TELEPHONE/EXTENSION</b>	Denise L. Thomas/3474	<b>PRESENTER/TITLE TELEPHONE/EXTENSION</b>	Suzie Dobbs/Community Development Manager/3937 <i>7/15/11</i>
<b>ADMINISTRATIVE APPROVAL</b>		<i>[Signature]</i>	
<b>ACTION DESIRED</b> INDICATE WHETHER 1) REPORT; 2) DISCUSSION; 3) FORM OF MOTION; OR 4) OTHER ACTION REQUIRED			
Authorization for Chairman to execute the Residential Construction Mitigation Program (RCMP) State-Funded Subgrant Agreement with the State of Florida, Division of Emergency Management.			
<b>ENABLING/REGULATING AUTHORITY</b> Federal/State law(s), administrative ruling(s), Manatee County Comp Plan/Land Development Code, ordinances, resolutions, policy			
11.1.4. Efficiency in Service Delivery			
<b>BACKGROUND/DISCUSSION</b>			
Continued On Page 2...			
<b>COUNTY ATTORNEY REVIEW</b>			
<b>Check appropriate box</b>	<b>APPROVED IN OPEN SESSION</b> JUL 28 2011 BOARD OF COUNTY COMMISSIONERS MANATEE COUNTY, FLORIDA		
<input type="checkbox"/>	<b>REVIEWED</b> Written Comments: <input type="checkbox"/> Attached <input type="checkbox"/> Available from Attorney (Attorney's initials: )		
<input checked="" type="checkbox"/>	<b>NOT REVIEWED (No apparent legal issues.)</b>		
<input type="checkbox"/>	<b>NOT REVIEWED</b>		
<input type="checkbox"/>	<b>OTHER</b>		
<b>ATTACHMENTS: (List in order as attached)</b>		<b>INSTRUCTIONS TO BOARD RECORDS:</b>	
1. Grant Award Notification from the State of Florida Division of Emergency Management 2. State-Funded Subgrant Agreement for RCMP		Please provide four (4) executed agreements for submission to the State of Florida, Division of Emergency Management and one certified copy to the Neighborhood Services Department <i>MR 7/26/11</i>	
<b>COST:</b>	\$145,000 HOME Matching Funds	<b>SOURCE (ACCT # &amp; NAME):</b>	176.9011471.534000 9126 (HOME)
<b>COMMENTS:</b>	None	<b>AMT./FREQ. OF RECURRING COSTS: (ATTACH FISCAL IMPACT STATEMENT)</b>	N/A

**BACKGROUND/DISCUSSION (CONTINUED FROM PAGE 1):**

- On May 18, 2011, the Neighborhood Services Department was notified by the Building and Development Services Department of a funding opportunity with the State of Florida, Division of Emergency Management Department to obtain funding through the Residential Construction Mitigation Program to mitigate residential structures through hurricane retrofit.
- Through the combined efforts of Building and Development Services' Comprehensive Planning Division and the Neighborhood Services Department's Community Development Division, an application was completed and submitted to the State on June 9, 2011 requesting the maximum award of \$150,000 for the Residential Mitigation Retrofit category to comply with the application deadline of June 10, 2011.
- The Neighborhood Services Department currently has \$145,000 available in FY 2010-2011 HOME Rehabilitation funds that will be leveraged with the RCMP grant award.
- On July 11, 2011 staff received notification from the State of Florida, Division of Emergency Management of the grant award in the amount of \$150,000 under the Residential Mitigation Retrofit category for the Residential Construction Mitigation Program. With notification of the award, the State provided the State-Funded Subgrant Agreement for execution by the Board of County Commissioners.
- Execution of the State-Funded Subgrant Agreement by the Chairman is required in order to receive the grant award.