

## AGREEMENT

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 2011, by and between LEON COUNTY, a charter county and a political subdivision of the State of Florida (hereinafter referred to as the COUNTY) and the APALACHEE REGIONAL PLANNING COUNCIL, hereinafter referred to as the ARPC, and the Leon County Sheriff's Office, hereafter referred to as LCSO.

WHEREAS, the COUNTY and LCSO have applied for and received an award of funds from a Hazard Mitigation Grant Program, hereafter referred to as the HMGP, and a State Homeland Security Grant Program, hereafter referred to as the SHSGP respectively for the development of a Post Disaster Redevelopment Plan, hereafter referred to as the PDRP ; and

WHEREAS, the COUNTY and LCSO, following program requirements, have approved the allocation of the approved grant awards in the amount of \$102,400, a cash match of \$8,000 and an in-kind match of \$12,134 to the PDRP program.

NOW, THEREFORE, for valuable consideration and mutual promises between the parties hereto, it is agreed as follows:

### **1. Program Coordination and Funding Allocation**

The COUNTY agrees to act as the administrative agency for the Post Disaster Redevelopment Plan. The COUNTY will manage all HMGP funding from the Florida Department of Emergency Management and the LCSO will manage all SHSGP funding from the U.S. Department of Homeland Security. These funds will be allocated to the ARPC for the development of the PDRP. The development of the PDRP shall follow the Deliverable Schedule found in Attachment #1 of this agreement.

### **Time of Performance**

This Agreement will be effective from February \_\_\_\_, 2011, through May 7, 2012.

### **2. Amount and Method of Payment**

The COUNTY agrees to reimburse the ARPC the sum of \$58,000 for the activities listed in Attachment #1 as being funded through the HMGP. The LCSO agrees to reimburse the ARPC the sum of \$42,000 for the activities listed in Attachment #1 as being funded through the SHSGP. The COUNTY and the LCSO agrees to reimburse the ARPC within twenty (20) working days after receipt of a reimbursement request. The ARPC shall submit quarterly reimbursement requests to the COUNTY and LCSO no later than 5 calendar days following the end of each quarter in which expenditures occurred. Said requests shall contain a detailed description of each line item expenditure incurred during the reporting period, shall be accompanied by supporting documentation, and shall be signed by the appropriate authorized representative.

The County will utilize \$2,400 of the HMGP funding and \$8,000 in County funding to fill an OPS position which will act as Coordinator for the development of the PDRP. The COUNTY and the LCSO will also provide, at a minimum, in-kind match of \$12,134, consisting of staff time dedicated to the development of the PDRP. These hours shall be documented by all parties and submitted to the County.

The COUNTY and the LCSO reserve the right to deny approval of a reimbursement request, or any portion thereof, if the request is inconsistent with the type of expenditure listed in Paragraph 1, Program Coordination and Funding Allocation, if documentation in support of the expenditure is insufficient, or if the amount requested exceeds the amount of funds budgeted.

**3. Special Conditions**

In accordance with the provisions of this grant award pursuant to the federally funded subgrant agreement between the County and the Florida Division of Emergency Management, the ARPC shall comply with all terms, conditions, and procedures of any special condition(s) included as part of the grant award. In accordance with the provisions of this grant award pursuant to the federally funded subgrant agreement between the LCSO and the U.S. Department of Homeland Security, the ARPC shall comply with all terms, conditions, and procedures of any special condition(s) included as part of the grant award.

**4. Records and Reporting**

The COUNTY shall be required to maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all amounts received and expended by the COUNTY. The COUNTY's records shall be subject to review by the Florida Department of Emergency Management as stipulated in the provisions of the grant award. The LCSO shall be required to maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all amounts received and expended by the LCSO. The LCSO's records shall be subject to review by the U.S. Department of Homeland Security as stipulated in the provisions of the grant award.

The ARPC shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all amounts received and expended by them under this Agreement. The ARPC records referred to in the preceding sentence shall be subject to inspection by the COUNTY and the LCSO, or its designee, at all reasonable times. The ARPC shall preserve and make the above-referenced records available to the COUNTY and LCSO, if requested, for a minimum of three (3) years following the closure of the COUNTY's and LCSO's most recent audit report.

The ARPC shall make quarterly programmatic reports to the COUNTY and the LCSO no later than 5 calendar days following the end of the quarter which is the subject of the report. The programmatic reports shall reflect the progress made during the reporting period toward accomplishing the goals outlined in Attachment #1 of this Agreement.

**5. Audit Requirements**

The parties shall be subject to audit requirements per the grant awarded by the Florida Department Emergency Management and the grant awarded by the U.S. Department of Homeland Security

If the ARPC expends less than \$500,000 in a fiscal year from COUNTY awards, they are exempt from COUNTY audit requirements for that year. If the ARPC expend \$500,000 or more in a fiscal year from COUNTY, State, and Federal awards, an independent public accountant shall be employed to conduct a financial compliance audit of its records. In addition to the above, the ARPC shall provide the Leon County Grants Office and the County Auditor, for their review, a copy of any audit received as a result of the ARPC's policy; US Office of Management and Budget Circular A-133, Audit of States, Local Governments, and Non-Profit Organizations; or Section 215.97, Florida Statutes, relating to the expenditure of state awards under the Florida Single Audit Act. Such audits shall include or be accompanied by any applicable audit management letter issued and all applicable responses to the auditor's findings and recommendations. All audits shall be submitted to the Leon County Grants Office and the County Auditor within 30 days of receipt of each issued report.

The COUNTY reserves the right to conduct a financial or program audit of all records related to this Agreement. An audit by the COUNTY, as referenced above, may encompass an examination of all financial transactions, all accounts and reports, as well as an evaluation of compliance with the terms and conditions of this Agreement.

**6. Amendments**

The COUNTY, the ARPC, and LCSO may desire changes in the scope of work or services to be provided under this Agreement. Such changes, including any increases or decreases in funding which are mutually agreed upon, shall be incorporated in written amendments to this Agreement. Only such written amendments shall be valid and binding on the parties.

**7. Termination**

This Agreement can be terminated by any party upon thirty (30) days' written notice.

**8. Assignment and Binding Effect**

The ARPC shall not assign, transfer, or otherwise convey any interest in this Agreement without the prior written consent of all parties to this Agreement. The COUNTY, LCSO and ARPC shall each bind itself and its partners, successors, legal representatives, and assigns to such other party, in respect to all covenants of this Agreement.

**9. Attorney Fees**

Nothing in this Agreement shall be construed to deny any party the right to seek any remedies that may be available to that party, at law or in equity, including but not limited to awards of

court costs and attorney fees, in order to enforce the terms of this Agreement or to recover damages as a result of a breach of this Agreement.

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IN WITNESS THEREOF, the COUNTY, the ARPC, and LCSO have executed this Agreement as of the date first above written.

LEON COUNTY

APALACHEE REGIONAL  
PLANNING COUNCIL

LEON COUNTY  
SHERIFF'S OFFICE

\_\_\_\_\_  
Parwez Alam  
County Administrator

\_\_\_\_\_  
Charles Blume  
Executive Director

\_\_\_\_\_  
Larry Campbell  
Sheriff

ATTEST:

ATTEST:

ATTEST:

\_\_\_\_\_  
Robert B. Inzer  
Clerk of the Court

\_\_\_\_\_  
Gene Griffin  
Chief Administrative Officer

APPROVED AS TO FORM:

APPROVED AS TO FORM

APPROVED AS TO FORM

\_\_\_\_\_  
Herbert W. A. Thiele, Esq.  
County Attorney

\_\_\_\_\_  
ARPC Attorney

\_\_\_\_\_  
Alan Griner  
Legal Advisor

**DRAFT**

**Attachment #1 - Deliverable Schedule  
Leon County - ARPC**

<b>Deliverable</b>	<b>Submission Date</b>	<b>Funding Source</b>	<b>Reimbursement Amount</b>
<b>Task 1: Stakeholder Committee Meetings</b>	Ongoing	SHSGP	\$7,000
<b>Task 2: Coordination and Evaluation</b> <ul style="list-style-type: none"> <li>Quarterly Progress Reports</li> </ul>	4/7/11; 7/7/11; 10/7/11; 1/7/12; 4/7/12; 5/30/12		
<b>Task 3: Local Plan Integration</b> <ul style="list-style-type: none"> <li>Local Plan Integration Chapter</li> <li>Recommendations on further integration to be included in Action Plan</li> <li>Recommendations on additional necessary policies and procedures to be included in the Action Plan</li> </ul>	7/15/11	HMGP	\$14,000
<b>Task 4: Institutional Capacity Assessment</b> <ul style="list-style-type: none"> <li>Institutional Capacity Assessment Chapter</li> <li>Recommendations for improving institutional capacity</li> </ul>	10/15/11	HMGP	\$14,000
<b>Task 5: Vulnerability Identification</b> <ul style="list-style-type: none"> <li>Vulnerability Identification Chapter</li> </ul>	5/1/11	SHSGP	\$7,000
<b>Task 6: Outreach and Coordination Strategy</b> <ul style="list-style-type: none"> <li>Outreach and Coordination Chapter</li> </ul>	2/1/12	HMGP	\$7,500
<b>Task 7: Financing Strategy</b> <ul style="list-style-type: none"> <li>Financing Chapter</li> </ul>	10/15/11	HMGP	\$7,500
<b>Task 8: Action Plan</b> <ul style="list-style-type: none"> <li>List of post-disaster goals/objectives</li> <li>Prioritized list of issues with short descriptions</li> <li>Actions list or matrix</li> </ul>	4/15/12	SHSGP	\$14,000
<b>Task 9: Implementation Plan</b> <ul style="list-style-type: none"> <li>Post-disaster decision-making organizational chart</li> <li>Implementation Plan Chapter</li> </ul>	3/1/12	SHSGP	\$14,000
<b>Task 10: Final Plan</b> <ul style="list-style-type: none"> <li>Post-Disaster Redevelopment Plan</li> <li>Final digital copy in editable version and PDF</li> <li>Digital copies of data sets created</li> </ul>	5/7/12	HMGP	\$15,000
<b>TOTAL</b>			\$100,000