2012 Revised Funding Agreement

Hazard Mitigation Grant Program
Federal Sub-grantee Agreement

“Important Points:

These “important points” are designed to assist the Recipient(s) with some of the significant points of the Division of Emergency Management (DEM), Hazard Mitigation Grant Program contract agreement. Please note that this document is intended to highlight some important sections of the funding agreement and it is incumbent upon the Recipient(s) to fully understand all sections of the funding agreement prior to signing.

(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 or ________________, whichever is later, and shall end ________________, 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**


(b) The Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Recipient and all sub-recipient 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.

Last update 3/8/2012
(c) The close-out report is due 60 days after termination of this Agreement or 60 days after completion of
the activities contained in this Agreement, whichever first occurs.

(8) MONITORING

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) NOTICE AND CONTACT

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

(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.

(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.

(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 $________ (the specified
amt of the contract), subject to the availability of funds.

(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

(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) Invoices shall be submitted at least quarterly and shall include the supporting documentation

(18) REPAYMENTS

All refunds or repayments due to the Division under this Agreement are to be made payable to
the order of “Division of Emergency Management” and mailed directly to the following address:
Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

Last update 3/8/2012