

AGREEMENT

THIS IS AN AGREEMENT, dated the XXX day of DATE, by and between:
Franklin County Board of County Commissioners is a "public agency"
as defined by Section 119.0701(1)(b), Florida Statutes

And

CONTRACTOR NAME, hereinafter referred to as "Contractor" as defined
by Section 119.0701(1)(a), Florida Statutes

Franklin County referred to as the "County" and the Wheeler may hereinafter collectively be referred to as the "Contractor" This agreement is entered into pursuant to the Competitive Solicitation and awarded a non-exclusive contract to **CONTRACTOR NAME on DATE.**

Franklin County and the Contractor, in accordance with the requirements of Section 119.0701, Florida Statutes, specifically understand, -acknowledge and agree as follows:

The Contractor shall comply with the public records of the State of Florida and specifically agrees to:

- i. Keep and maintain public records that ordinarily and necessarily would be required by Franklin County in order to perform the services under this agreement;
- ii. Provide the public with access to public records on the same terms and conditions that Franklin County would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- iii. Provide that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
- iv. Meet all requirements for retaining public records and transfer, at no cost, to Franklin County all public records in possession the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records store electronically must be provided to Franklin County in a format that is compatible with the information technology systems of Franklin County.

Failure by the Contractor to comply with this section and the requirements herein, specifically including, but not limited to, failure by the Contractor to comply with a public records request, shall constitute a material breach of this agreement by the Contractor and shall permit Franklin County to

enforce any and all remedies available to it pursuant to this agreement or any other applicable provision of law.

WITNESSETH:

In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, Franklin County and the Contractor agree as follows:

WHEREAS, as of said date above, Contractor will become an independent contractor for Franklin County Emergency Management; and

WHEREAS, all parties agree upon the scope of services to be provided by the Contractor prior to work being performed.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein contained and other good and valuable consideration, the receipt of which is hereby acknowledged, it is agreed herein between the Parties hereto as follows:

ARTICLE 1

1.1. **RECITALS:** Each whereas clause set forth above is true and correct and herein incorporated by this reference.

ARTICLE 2
SCOPE OF SERVICES

The Contractor agrees to hold Franklin County and the State Division of Emergency Management harmless against all claims of whatever nature arising out of its performance of its work under this agreement to the extent allowed by law.

The Contractor is bound by all applicable state and federal laws and regulations and is bound by the terms of agreements between Franklin County and the State Division of Emergency Management, which are hereby incorporated herein by this reference.

Contractor agrees that progress on all activities performed pursuant to approved written task orders will be performed in a workman like manner according to the customary standards accepted in this industry and shall be documented in the quarterly reports submitted to Franklin County.

- Contractor shall provide exercise initiatives to Franklin County pursuant to approved written task orders.

- Contractor shall provide on-site technical assistance during an event causing an activation of the EOC or at the direction of the EM Director pursuant to approved written task orders, at the hourly rates in Attachment A.
- Contractor shall seek additional funding and resources to benefit the County's Emergency Services programs. No hourly rate will be paid for researching, writing or working on obtaining additional funds unless authorized
- Contractor may be responsible for the revision of existing plans, policies, and procedures or the development of new policies, plans or procedures directly or indirectly related to Emergency Management.
- Contractor shall serve as needed on behalf of the Director pursuant to approved written task orders.
- Contractor shall obtain resources for recovery efforts after a disaster pursuant to the scope of RFP.
- Contractor shall provide additional services pursuant to the scope of RFP requested by the Director through individual task authorizations.

ARTICLE 3 **TERM OF THE AGREEMENT**

This Agreement shall commence upon signatures by both parties and shall end on **June 5th, 2020** with the option to renew for two (2) additional terms of one (1) year each. At the sole discretion of the County, unless earlier terminated by the Board of County Commission.

Remedies/Financial Consequences

The parties shall have the following rights:

Either party may terminate this agreement for convenience upon provision of three calendar day's written notice. The depositing of a written notice into the United States Postal Service, postage prepaid, shall constitute proper delivery of such notice for determining the three-day notice provision, but the date of mailing will not be included in that calculation.

In event that Contractor is in material breach of the terms and conditions under this Agreement, Franklin County shall assess a penalty equal to 5% of the total compensation outlined in the Governing Task Authorization. Franklin County shall provide Contractor with ten (10) days notice of such default and the opportunity to cure such default within thirty (30) days of notice to the Contractor of such default.

Franklin County shall exercise any corrective or remedial actions to include, but not be limited:

- Requesting additional information from Contractor to determine the reasons for or the extent of non-compliance or lack of performance.

- Issuing a written warning to advise that more serious measures may be taken if the situation is not corrected.
- Advising Contractor to suspend, discontinue or refrain from incurring costs for any activities in question.
- Or requiring Contractor to reimburse Franklin County for the amount of costs incurred for any items determined to be ineligible based on State and Federal Program requirements.

Pursuing any one or more of the above remedies will not keep Franklin County from pursuing any other rights or remedies which may be otherwise available under law or in equity. If Franklin County waives any right or remedy in this agreement or fails to insist on strict performance by Contractor, it will not effect, 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 default by the Contractor.

ARTICLE 4 **COMPENSATION AND METHOD OF PAYMENT**

- 4.1. Franklin County agrees to compensate the Contractor through Task Authorizations generated by the Franklin County Emergency Management Director.
- 4.2. The total funding amount shall not exceed the Task Authorization amount.
- 4.3. Payment shall be made only after receipt and approval of goods and services as outlined in the Scope of Work of the Task Authorization. Upon delivery, receipt and acceptance of each deliverable, The Contractor shall submit an invoice to Franklin County.
- 4.4. Deliverable must be completed no later than the date specified in the task authorization. Any deliverable not received, accepted and approved by the Franklin County will result in a reduction of the cost for that deliverable.
- 4.5. The Contractor has the right to suspend services for nonpayment after notice to Franklin County and for invoices outstanding after ninety (90) days.

ARTICLE 5 **GENERAL CONSIDERATIONS**

- 5.1. Independent Contractor. This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Contractor is an independent contractor under this Agreement and not an Franklin County employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement

shall be those of the Contractor, which policies of the Contractor shall not conflict with applicable law. The Contractor agrees that it is a separate and independent enterprise from Franklin County, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Contractor and Franklin County, and Franklin County will not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

5.2. **Notice.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and that places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the Contractor and Franklin County Emergency Management designate the following as the respective places for giving of notice:

Contractor: Contractor
street
city state

Franklin County: Pamela Brownell
28 Airport Road
Apalachicola, Florida 32320
850-653-8977

5.3. **Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has the full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

5.4. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Florida. Exclusive venue for any dispute arising from, or related to, this contract, shall be in Franklin County, Florida.

5.5. **Extent of Agreement.** This Agreement represents the entire and integrated agreement between the Contractor and Franklin County and supersedes all prior negotiations, representations or agreements, either written or oral.

ARTICLE 6
SPECIAL PROVISIONS, EXHIBITS AND SCHEDULES

6.0. **Special Provisions and Exhibits .** This Agreement is subject to the following provisions: Contractor will adhere to RFP and the Scope of Work which is located in Exhibit A.

6.1. **Schedules.** This following Schedules are attached to and made a part of this Agreement.

6.1.1 Schedule A: Sample Task Order

6.1.2 Schedule B: Fee Schedule

6.1.3 Schedule C: Required Clauses- Contract Provisions for Non-Federal Entity Contracts under Federal Awards Under 2CFR Part 200

6.1.4 Schedule D: Anti-Lobbying Clause

6.1.5 Schedule E: Debarment Form

IN WITNESS OF THE FOREGOING, the Parties have set their hands the day and year first written above.

Company name

, President

Franklin County Representative

Joseph Parrish, Chairman

Date:

SAMPLE

SAMPLE

Schedule A

PROFESSIONAL SERVICES TASK ORDER

Project Number--Task Order Number: _____--_____

Task Order Date: _____

Subject to the Agreement between *the COUNTY* [the COUNTY] and *CONTRACTOR* [CONTRACTOR], effective _____, _____, 2018 the COUNTY hereby authorizes CONTRACTOR to perform services as specified in this Task Order and in accordance with the above-mentioned Agreement.

1. Basic Project Information.

Project Name: _____ SAMPLE _____

Project Number: _____

Project Location: _____

COUNTY Representative: _____

CONTRACTOR Representative: _____

2. **Scope of Services:** CONTRACTOR shall perform its Services as described in Attachment 1, Scope of Services, attached and incorporated into this Task Order.

3. **Period of Service:** The period of service shall be: _____.

4. **Compensation:** CONTRACTOR's compensation under this Task Order, which shall not be exceeded without prior written authorization of the COUNTY, is \$_____.

5. This Task Order's Pricing Schedule is incorporated and provided as Attachment 2.

6. **Special Conditions:** This Task Order is subject to the special terms and conditions as described in Attachment 3, attached and incorporated into this Task Order.

7. **Amendment:** [_____] This Task Order amends a previously executed Task Order No. _____, Date _____

ISSUED AND AUTHORIZED BY:

[COUNTY]

By: _____

Title: _____

ACCEPTED AND AGREED TO BY:

CONTRACTOR SOLUTIONS, LLC

By: _____

Title: _____

SAMPLE

SAMPLE

PROFESSIONAL SERVICES TASK ORDER

Task Order Number: _____

PROFESSIONAL SERVICES TASK ORDER

Task Order Number: _____

Attachment 1
Scope of Services

PROFESSIONAL SERVICES TASK ORDER

Task Order Number: _____

Attachment 2
Fee Schedule

PROFESSIONAL SERVICES TASK ORDER

Task Order Number: _____

Attachment 3
Special Conditions

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Schedule B

Classification	Hourly Rate
Project Manager	\$
Assistant Project Manager	\$
Senior FEMA Specialist	\$
Grant Manager	\$
Senior Planner	\$
Planner	\$
Senior Inspector	\$
Inspector/Debris Monitor	\$
Senior Environmental Specialist	\$
Environmental Specialist	\$
Senior Engineer	\$
Mid-Level Engineer	\$
Engineer Intern	\$
Senior Architect	\$
Mid-Level Architect	\$
Entry Level Architect	\$
CADD Technician	\$
Construction Manager	\$
Construction Inspector	\$
Scheduler	\$
Cost Estimator	\$
Project Control Specialist	\$
Data Storage Website Manager	\$
GIS Specialist	\$
Financial Lead	\$
Financial Assistant	\$
Clerical/ Administrative Assistant	\$
Payroll Review Clerk	\$
Other Positions- Please Specify	\$
	\$
	\$
	\$
	\$
	\$

Schedule C

Required Clauses – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards Under 2 CFR Part 200

Throughout the performance of any work under this Agreement, CONTRACTOR (hereinafter “CONTRACTOR”) agrees to abide by the following clauses and requirements:

1. **Equal Employment Opportunity.** During the performance of this Agreement, the CONTRACTOR agrees as follows:
 - a. CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - b. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
 - c. CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of CONTRACTOR's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - d. CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - e. CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - f. In the event of CONTRACTOR's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - g. The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of

Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event that CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

2. **Compliance with the Davis-Bacon Act and the Copeland "Anti-Kickback" Act.** As required by Federal program legislation:

- a. CONTRACTOR agrees that it shall comply with the *Davis-Bacon Act (40 USC 3141-3144 and 3146-3148)* as supplemented by the Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").
 - i. In accordance with the statute, CONTRACTOR is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, CONTRACTOR shall pay wages not less than once a week. CONTRACTOR agrees that, for any Task Order to which this requirement applies, the Contract is conditioned upon CONTRACTOR's acceptance of the wage determination.
- b. CONTRACTOR agrees that it shall comply with the *Copeland "Anti-Kickback" Act (40 USC 3145)*, as supplemented by the Department of Labor regulations (29 CFR Part 3, "CONTRACTORS and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States") and are incorporated by reference into this Agreement.
 - i. Contractor. The CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Agreement.
 - ii. Subcontracts. The CONTRACTOR or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
 - iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a CONTRACTOR and subcontractor as provided in 29 C.F.R. § 5.12.

3. **Compliance with the Contract Work Hours and Safety Standards Act.**

- a. Overtime requirements. The CONTRACTOR or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall not require nor permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- b. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the CONTRACTOR and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the

CONTRACTOR and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.

- c. Withholding for unpaid wages and liquidated damages. The COUNTY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the CONTRACTOR or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the *Contract Work Hours and Safety Standards Act*, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such CONTRACTOR or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.
 - d. Subcontracts. The CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this section.
4. **Rights to Inventions Made Under a Contract or Agreement.** As required by Federal program legislation, CONTRACTOR agrees to comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA.
5. **Clean Air Act and Federal Water Pollution Control Act.** As required by Federal program legislation: CONTRACTOR agrees to comply with the following federal requirements:
- a. Clean Air Act.
 - i. The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. (2)
 - ii. The CONTRACTOR agrees to report each violation to the County and understands and agrees that the COUNTY will, in turn, report each violation as required to assure notification to the State of Florida , Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
 - iii. The CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
 - b. Federal Water Pollution Control Act
 - i. The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
 - ii. The CONTRACTOR agrees to report each violation to the COUNTY and understands and agrees that the COUNTY will, in turn, report each violation as required to assure notification to State of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency

Regional Office.

- iii. The CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

6. Suspension and Debarment.

- a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the CONTRACTOR is required, and will, verify that neither CONTRACTOR, its principals (defined at 2 C.F.R. § 180.995), nor its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
 - b. The CONTRACTOR will comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters.
 - c. CONTRACTOR's certification is a material representation of fact relied upon by the COUNTY. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to State of Florida the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 - d. The CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period this Agreement. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower-tier covered transactions.
- 7. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)**
- a. The CONTRACTOR certifies to the COUNTY that it has not and will not use Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. *The required Certification is provided as an addendum to this Agreement.*
 - b. CONTRACTOR will also ensure that each tier of subcontractor(s) shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures will be forwarded from tier-to-tier up to the COUNTY.
- 8. Procurement of Recovered Materials.** As required by federal program legislation, CONTRACTOR agrees to the following:
- a. In the performance of this contract, the CONTRACTOR shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
 - i. competitively within a timeframe providing for compliance with the contract performance schedule;
 - ii. meeting contract performance requirements; or
 - iii. at a reasonable price.
 - b. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- 9. DHS Seals, Logos, and Flags.** The CONTRACTOR shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
- 10. Compliance with Federal Law, Regulations, and Executive Orders.** The CONTRACTOR

acknowledges that FEMA financial assistance will be used to fund the contract only. The CONTRACTOR will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

11. **No Obligation by Federal Government.** “The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, CONTRACTOR, or any other party pertaining to any matter resulting from the contract.
12. **Program Fraud and False or Fraudulent Statements or Related Acts.** The CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR actions pertaining to this Agreement.

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Schedule D

APPENDIX A, 44 C.F.R. PART 18-CERTIFICATION REGARDING LOBBYING Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

The undersigned certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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 undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

The Contractor, _____ certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

Schedule E

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 _____

Name and Title

Street Address

City, State, Zip

Date

Signature _____
Recipient's Name _____

Division Contract Number

FEMA Project Number