

1-1-2021

Local Government Agencies Constraints with 5% Management Cost Allocation from FEMA

Mike Lalbachan
Walden University

Follow this and additional works at: <https://scholarworks.waldenu.edu/dissertations>



Part of the [Public Affairs, Public Policy and Public Administration Commons](#)

This Dissertation is brought to you for free and open access by the Walden Dissertations and Doctoral Studies Collection at ScholarWorks. It has been accepted for inclusion in Walden Dissertations and Doctoral Studies by an authorized administrator of ScholarWorks. For more information, please contact ScholarWorks@waldenu.edu.

Walden University

College of Social and Behavioral Sciences

This is to certify that the doctoral dissertation by

Mike Lalbachan

has been found to be complete and satisfactory in all respects,
and that any and all revisions required by
the review committee have been made.

Review Committee

Dr. Anthony Fleming, Committee Chairperson,
Public Policy and Administration Faculty

Dr. Paul Rutledge, Committee Member,
Public Policy and Administration Faculty

Dr. Christopher Jones, University Reviewer,
Public Policy and Administration Faculty

Chief Academic Officer and Provost
Sue Subocz, Ph.D.

Walden University
2021

Abstract

Local Government Agencies Constraints with 5% Management Cost Allocation from

FEMA

by

Mike Lalbachan

MPhil, Walden University, 2020

MBA, University of Phoenix, 2006

BS, Philadelphia University, 2004

Dissertation Submitted in Partial Fulfillment

of the Requirements for the Degree of

Doctor of Philosophy

Public Policy and Administration

Walden University

December 2021

Abstract

Local government agencies have deviated from federal hazard mitigation contractual requirements despite been paid by the federal emergency management agency (FEMA) to accomplish these requirements. Noncompliance with meeting federal requirements can result in returning part or all the financial award to the federal government. The current literature does not address the causations of the deviations. The purpose of this case study research was to gain the perceptions from local government employees in the state of Florida that are managing the hurricane IRMA hazard mitigation grant program (HMGP) projects on the effectiveness of the 5% management costs allocation. The theoretical framework grounding this research was principal-agent theory which was formalized by Jensen and Meckling. The research questions focused on barriers experienced by employees responsible for the implementation. Eight project managers were interviewed, data collection involved unstructured interviews, grouping of key responses and a qualitative narrative analysis was used. Three central themes emerged from the study (a) local government agencies did not request the full amount of management costs that were allowable, (b) local agency employees believe the local government should have more than the 5% to develop their skills and (c) local agency employees were willing to be trained. These themes support the conclusion that employees believed that training and compensation can be improved in these federal and local government relationships. The implication for a positive social change that emerged from this research identified the need for local government employees' development that would enhance their skills, morale, compensation, and motivation to meet technical assignments.

Local Government Agencies Constraints with 5% Management Cost Allocation from

FEMA

by

Mike Lalbachan

MPhil, Walden University, 2020

MBA, University of Phoenix, 2006

BS, Philadelphia University, 2004

Dissertation Submitted in Partial Fulfillment

of the Requirements for the Degree of

Doctor of Philosophy

Public Policy and Administration

Walden University

December 2021

Table of Contents

List of Tables	v
Chapter 1: Introduction to the Study.....	1
Background of the Study	3
Problem Statement	6
Purpose of the Study	7
Research Questions.....	8
Theoretical Foundation	8
Nature of the Study	9
Definitions.....	10
Assumptions.....	11
Scope and Delimitations	11
Limitations	12
Significance of the Study	13
Significance to Practice.....	14
Significance to Theory.....	14
Significance to Social Change	15
Summary and Transition.....	15
Chapter 2: Literature Review.....	17
Literature Search Strategy.....	17
Theoretical Foundation: Principal-Agent Theory.....	18
The Relationship of the HMGP Contract.....	20

The Challenges of a Contract.....	21
Factors of the Contract Problem	23
Procurement	24
Leadership Supporting Project Managers.....	26
Performance Management	28
Debarment.....	31
Auditing	33
Approaches to the Problem in the Literature	35
The HMGP Principal-Agent Justification of the Study	36
Summary	37
Chapter 3: Research Method.....	38
Research Design and Rationale	38
Role of the Researcher	40
Methodology	41
Participant Selection Logic.....	41
Instrumentation	43
Procedures for Recruitment, Participation, and Data Collection	43
Data Analysis Plan: Narrative Analysis.....	45
Research Questions.....	46
Narrative Data Analysis.....	46
Issues of Trustworthiness.....	47
Credibility	47

Transferability	47
Dependability	48
Confirmability	48
Ethical Procedures	49
Summary	49
Chapter 4: Results	51
Setting 51	
Demographics	52
Data Collection	52
Data Analysis	53
Evidence of Trustworthiness.....	53
Credibility	53
Transferability.....	54
Presentation of Findings	54
Policy Changed-Management Costs Requested	54
Management Allocation-5% of Project Cost and Accomplishing	
Requirements	57
Summary	64
Chapter 5: Discussion, Conclusions, and Recommendations.....	65
Interpretation of the Findings.....	65
Training, Risks, and Constraints.....	65
Fund Requested and Perception of Financial Lacking	72

Principal-Agent Discussion on Management Costs.....	75
Limitation of the Study	76
Recommendation for Further Research	77
Implications.....	79
Significance to Practice.....	79
Significance to Social Change	79
Conclusion	80
References.....	81
Appendix A: FDEM HMGP Contract	109

List of Tables

Table 1. Participants Requested Administrative Costs 55

Table 2. Participant Responses 58

Chapter 1: Introduction to the Study

Over the past several decades, natural disasters in the southern part of the United States of America have been responsible for thousands of deaths and billions of dollars in damages. According to CNN Library (2019), hurricane Katrina caused \$161 billion in damages and 1,833 fatalities directly or indirectly related to the storm. In addition, the National Oceanic and Atmospheric Administration (NOAA, 2020) stated that in 2017, three more hurricanes hit the United States of America with estimated damages of \$50 billion caused by Irma, \$125 billion caused by Harvey and \$90 billion by Maria.

Although these hurricanes are unpredictable, state and local governments are held responsible to initiate the rebuilding process. This process requires recovery from the current hurricane in addition to preparing for mitigating future disasters. The Robert T. Stafford Disaster Relief and Emergency Assistance Act provides funding for declared disasters by the president of the United States of America (McCarthy, 2011). According to McCarthy (2011), there are multiple types of federal disaster assistance that can be granted by the president in the declaration in the form of general federal assistance, essential assistance, hazard mitigation and debris removal. Each of these forms of assistance are issued based on the type of disaster and the needs of the state and local government (McCarthy, 2011)

Assistance can be divided into different categories: mitigation, recovery, preparedness, and response (National Preparedness Goal, 2020). In the case of hurricane Irma, \$712 million was issued by Federal Emergency Management Agency (FEMA) for

individual assistance programs, \$308 million for housing, and nearly \$1.06 billion was granted by the Nation Flood Insurance Program (U.S. Fed News Service, 2019).

In some cases, the government can cut funding for certain forms of assistance, leaving communities to suffer. For example, in March 2019, there was a 25% cut to the food stamp benefits for over 600,000 Puerto Ricans recovering from hurricane Maria (Werner & Stein, 2019). According to Frosch and Elliott (2019), \$16 billion of mitigation funding is still pending from the federal government over a year after multiple hurricanes hit different regions in the United States of America. These funds were held due to federal regulations of managing the mitigation money. However, the communities are left vulnerable from future hurricanes (Frosch & Elliott, 2019).

Subsequently, federal assistance has fallen short to cover the financial needs estimated by state and local governments to recover from these disasters. In the case of hurricane Katrina, the total damages were estimated at \$160 billion, but the government only granted about \$114.5 billion. The estimated loss for hurricane Sandy was \$70.2 billion; however, the government provided \$56 billion in relief Hurricane Ike resulted in approximately \$34.8 billion in damages but was provided only \$12.8 billion in government funded relief (Struyk, 2017).

As a result of funding shortages, the federal, state, and local governments are required to develop feasible and cost-effective strategic plans to rebuild their communities. A strategy is to develop contracts that impose strict federal and state government guidelines in implementing the hazard mitigation grant program (HMGP).

This strategy can further impose additional financial and social burdens on local government agencies.

This study focused on counties in Florida that were forced into contractual agreements so they could rebuild their communities decimated by hurricane Irma. The main objective is to understand the challenges that contractual agreements have on county employees who are responsible for managing HMGP projects.

Background of the Study

On February 5, 2018, the Florida Division of Emergency Management (FDEM) informed all counties in Florida of available funding sources under the Hazard Mitigation Grant Program for hurricane Irma which was made possible by Section 404 of the Robert T. Stafford Disaster Relief Act. These HMGP projects are approved by the FEMA and managed by the FDEM. This funding helps communities implement measures to reduce or eliminate the effects of long-term risk from natural hazards (FEMA, 2017).

After the counties submit their applications to the FDEM, they are reviewed and then forwarded to FEMA for approval (Florida Division of Emergency Management, 2018). Subsequently, the FDEM develops contracts between themselves and the applicants to enforce all the federal, state, and local requirements. FEMA funding pays up to 75 % of the eligible activity costs (material, labor, and fees) for any given HMGP project. The remaining 25% of eligible activity costs (material, labor, and fees) are paid by the local government agencies applying for the grant. Moreover, local government agencies are provided 5% of the total project cost by FEMA to manage their projects.

This fund can be used for activities such as procurement, reporting, monitoring, records retention, and compliance..

Local government agencies are responsible for the implementation of HMGP projects within the agreed financial budget. Local governments that experience financial hardship in meeting their local share of funding for HMGP projects may have a difficult time covering all management costs. For example, in Houston, Texas after hurricane Harvey, local authorities sought mitigation of their local share of funding to build a new reservoir and coastal barrier. However, due to the uncertainty of taxpayer buy-in, the project remained unfinished (Lozano, 2018).

This implementation stage has multiple challenges which can cause the local government to lose funding from the FEMA. These challenges require local government agencies to develop strong operating procedures to avoid making errors.

The City of Key West, FL spent several years appealing a FEMA recovery request for sewer repair funding (Kinney, 2011). After Hurricane Irene in 1999, the city received \$6.2 million from FEMA through FDEM to repair municipal sewers after flooding from the hurricane. However, in 2003 FEMA conducted an audit of the loan conditions. FEMA determined that the sewer system had been damaged before the hurricane and therefor de-obligated the grant. Key West repaid the state grant by a \$6.4 million revenue bond (Kinney, 2011).

The village of Rhinbeck, NY lost FEMA funds to repair a dam that was damaged during Hurricane Irene and Tropical Storm Lee (Schumer Urges FEMA, 2015).

Unknowingly, the village made an administrative error and submitted the final request for

funding before completing additional hazard mitigation work. The village had been unaware they needed to complete the work and FEMA subsequently deemed the project incomplete and withdrew funding. Funding was not granted after the village completed the work, leading Senator Schumer to ask FEMA to make the necessary administrative correction on the federal funding application and provide the funding so the dam can be repaired (Schumer Urges FEMA, 2015).

In Iowa, it was discovered that over \$1.1 billion of flood recovery grants had not been used within 5 years of being awarded (Clayworth, 2013). This was around 25% of the funds the state received. Investigations into the funds found that some projects have not been completed and that federal programs will not reimburse the state government until they are finished. For other projects, a lack of complete paperwork or a lack of manpower to complete the necessary paperwork has held up reimbursement.

Disagreements between federal and state government regarding rebuilding guidelines and details have also prevented funds being disbursed, even when the project was completed years ago (Clayworth, 2013).

Another challenge facing the local government is acquiring the necessary expertise to complete HMGP project requirements. According to Berrios and McKinney (2017), many agencies still do not have adequate personnel to capture the contract evaluation, monitoring, and performance outcome needed to justify funding. Oklahoma State Senator Allen stated that a federal award was given by the federal transportation grant to Oklahoma Department of Transportation, but due to the lack of experts in

Oklahoma Department of Transportation, the grant was retracted by the federal government (Senator Allen expresses concern over discarded federal grant money, 2017).

On a similar note, the city government of Washington D.C claimed that the federal government placed too many regulations on federal grants which caused them to lose the federal grants; however, federal officials claim that the city lost the grant based on poor performance (Nirappil, 2019).

Finally, these challenges outlined above can also be present in local government agencies within the state of Florida that have to implement the HMGP grants; as a result, this research study therefore examined if local government employees in Florida feel that they can handle the federal and state contractual requirements in the HMGP relationship especially if their organizations have challenges similar to those outlined above or if there are potential to develop similar errors.

Problem Statement

According to Phaup and Kirschner (2010), wasteful spending is always a concern for local communities and allocating money for future disasters can be challenging for local authorities since the communities do not see an imminent need. In 2019, a few U.S. Senators were pushing for the government to budget for disasters: Senator Romney, planning would help reduce the national debt which is caused by disaster assistance. Senator Braun stated that the private sector prepares for rainy days and the government should follow the same pattern which would help Americans with unexpected expenditures. Finally, it was explained that the disaster aid package exceeded the

statutory spending of a trillion dollars (Romney, Lee, Braun, Toomey Introduce Legislation, 2019).

Employees working with federal and state projects have violated contractual requirements which have led to repayment of federal awards by local government agencies and both the federal government and local governments restrict their spending especially with disaster projects as stated earlier. This raises the question if local governments think that they are trained and talented enough to achieve the contractual requirements such as debarment, procurement, management, and auditing with the limits of funding in their contractual relationship.

Purpose of the Study

Local government employees across Florida are frontline employees protecting lives and assets. These officials know the areas that are vulnerable in the event of the disaster. Therefore, the federal and state governments rely on the most effective strategic decisions in protecting lives and assets. However, both the federal and local government have limited number of resources to meet this objective. As a result, some areas within a project contract might not get the full attention needed due to the lack of resources. This can cause errors and then lead to de-obligation of funding from FEMA.

In this study, I sought to view local government employees required to complete the requirements of procurement, debarment, management, and auditing within the 5% cost allocation outlined in the HMGP contract. I addressed if employees were capable of completing the tasks of the contractual requirements, areas where employees were

lacking to complete tasks, and whether they felt that 5% allocation was sufficient to fund training of staff to mitigate challenges.

Research Questions

It is important to understand the main challenges faced by local government employees in Florida involve HMGP contract requirements for procurement, debarment, management, and auditing. This research focused on the following two research questions:

RQ1. Do employees of the local government agency think that the 5% management cost allocation is enough to implement the HMGP contract?

RQ2. Do local government employees believe that their organization is capable of accomplishing procurement, debarment, management, and auditing and if not, can their constraints be mitigated through training?

Theoretical Foundation

This research was built on the principal-agent theory. The principal is FEMA, and the agents are local government agency employees in the state of Florida. FEMA requires that the agent comply with all HMGP contractual requirements on their behalf. According to Gong et al. (2017), the principal-agent theory focuses on efforts of the agent towards meeting the principal's goals. While the agents are provided with several tools to meet the goals outlined by the principal, the principal expects that the agent will act in their best interest.

Nasri (2016) illustrated that the principal-agent relationship is often problematic when there is a lack of information and an absence of metric information. Hence,

decisions and the performance of the agent are impossible to monitor within budget confines. Incentives may differ between those of the agents and principal (Nasri, 2016). Additionally, Sapuan et al. (2016) stated that with the principal-agent problem, one party has more information than the other, creating uncertainty and inefficiency with the information. As a result, one party is more likely to deviate from their relationship.

Local government employees might have challenges in meeting FEMA and FDEM contractual requirements due to the lack of expert employees. Challenges encountered by employees might not be reported to the principal which will then create a principal-agent problem.

Nature of the Study

The amount of funding provided by the federal government in the HMGP is limited in the state of Florida. Therefore, most counties in Florida face shared issues of limited funding while implementing strategic decisions for rebuilding their county. As a result, I used a multiple case study design to investigate the research questions.

In addition, I analyzed interviews as their source of data. Interviews were conducted with local government officials who are responsible for managing federal HMGP grants. Beitin (2012) outlined that interview can be conducted individually or in groups of people who are related to a specific topic or process. Therefore, the initial interviews consisted of targeted focus groups on siting of two to four officials from each county. Only project managers were interviewed during this process due to COVID-19 restrictions.

Additionally, the advancement of technologies has assisted researchers to be better able to record conversations, and store, and analyze information (Avila, 2016). Nvivo is one such software used for analysis of unstructured text, audio, video, and image data, including interviews, focus groups, surveys, social media, and journal articles (NVivo: Statistical & Qualitative Data Analysis Software, 2020).

Definitions

Benefit-Cost Analysis (BCA): According to FEMA (2018), benefit-cost analysis “is a method that determines the future risk reduction benefits of a hazard mitigation project and compares those benefits to its costs. A project is considered cost effective when the ratio is 1.0 or greater” (p.1)

HMGP Contract Requirements: Federal and state requirements outlined in contractual agreement between Florida Division of Emergency Management and local government agencies in Florida related to procurement, debarment, management, and auditing/monitoring.

Local Government Agencies: Any local government jurisdiction body within a county in Florida that has their own leadership and prepares their own budgets.

Project Management Cost: Expenses incurred by a recipient or a subrecipient in managing and administering the federal award to ensure that federal, state or tribal requirements are met such as: solicitation, development, review, delivery of technical assistance, quarterly progress (Management Cost Eligibility-FEMA).

Assumptions

This study was based on several assumptions. The first assumption was that FEMA does not need all the requirements outlined in the HMGP contracts to ensure that projects are implemented correctly. The HMGP mitigation projects are designed to strengthen the respective communities. For most, this includes installing stronger windows of essential buildings or installing a generator to provide continuous electricity in the event of a power outage. These types of projects are short-term and can be completed with two to three employees at the local government agencies.

Secondly, the next major assumption was that employees of the local government agencies are not proactive or effective and efficient with this type of project. The HMGP project is not a daily responsibility for the local government agencies. This project is a “special project” and can be considered an add-on to their daily duties. For example, a director for maintenance has the main duty to keep the building functioning properly during normal business hours. Hence, adding stronger windows to protect from hurricanes is an add-on to their duties.

Scope and Delimitations

I explored if the 5% management funding given to local government agencies in Florida has any effect on implementing the HMGP contract between FEMA and local government. Local government agencies are asked by FEMA and FDEM to follow strict contract regulations while they are developing mitigation projects within their counties. However, these local agencies are only given 5% of the total project costs to fulfill all the requirements.

Local government agencies depend on the federal funding to help build back their communities after hurricanes and other natural disasters. In the past, some local government agencies have had FEMA de-obligate their funding due to mismanagement or failure to follow contract requirements. This problem was researched as an effort to increase understanding of adequate funding amounts needed to prevent obstacles and errors.

Each county in Florida is responsible for their own mitigation project and is given specific contracts to cover county specific needs such as drainage, generator and wind retrofit projects. Projects are completed by specific county departments, for example, the county board of the county commission might implement drainage projects for the entire county.

Limitations

The HMGP project contract has multiple requirements that must be met by the local government agencies. However, not all local government agencies will have the same challenges with the required regulations in the contract. The phenomenon will vary by case and to understand trend, multiple cases will have to be examined.

Moreover, the research only targeted HMGP contracts developed for hurricane Irma by FDEM on behalf of FEMA. The participants should have executed and started the implementation of their contract. As a result, not all counties in Florida or HMGP projects were researched since they might not have executed the contract.

The literature demonstrates that local government agencies make errors in implementing federal grants and that HMGP contract requirements are difficult to

accomplish when resources are limited. However, this examination established the prime reason for deviating from FEMA's objective.

Significance of the Study

There is limited research on how to successfully manage the financing of HMGP grants. To successfully fulfill the HMGP contractual requirements, local government agencies need to ensure that all areas of concerns are addressed with the necessary number of resources such as completing procurement tasks, employee training, and the auditing of projects. Local government agencies are given 5% of the management cost regardless of the size of their agencies or project. Further, Scevik and Vitkova (2017) stated that most overhead costs are determined by the type of project. Smaller companies have more issues with overhead cost than larger organizations due to the level of funding towards the project.

Local government agencies in Florida do not have historic costs since HMGP projects are designed to develop vulnerable areas within the community that were never enhanced in the recent years. According to Lais and Penker (2012), some fixed costs in local government remain the same since these types of services are required regardless of the population. For example, training for local government employees requires the same amount of effort for five employees or 20 employees.

Finally, whether local government agencies use historic budget costs or fixed costs in managing their administrative costs is essential to understand their perspective if the 5% is enough for their project. It is also important to understand how they will

approach the management given the funding amount and if they are likely to abandon some of their duties.

Significance to Practice

Leaders of organizations make difficult decisions everyday with cutting costs. Some cost reductions have positive impacts on their organizations while others have negative impacts. The negative impact of cost cutting can result in local government agencies losing federal funding from FEMA if their employees are not fully trained leading to errors.

Therefore, in this study I identified challenges local government leaders have with the 5% management cost in meeting the contract requirements for their HMGP projects. I also examined why errors are made in fulfilling contractual requirements. Results can be used to inform FEMA challenges in implementing contract requirements by local government agencies.

Significance to Theory

The principal-agent problem explains that the agent deviates from the principal's objective in the principal-agent relationship. The 5% management cost cap explains if the principal-agent problem can be avoided. The findings build upon previous research studies that state that the principal might need to provide additional incentive to avoid the principal-agent problem. Levačić (2009) studied principal-agent research of teachers in India and concluded that providing incentives will more likely improve the level of the education since it is a motivation tool for a teacher (agent) to act in the best interest of the principals (parents and government officials). "It proposes the use of an expanded

principal agent model for the shaping and application of incentives in the policy management organizational context. The notion of employing incentives needs to be explored in more detail” (Mnculwane & Wissink, 2015, para 1).

Significance to Social Change

FEMA and FDEM develop detailed contracts with multiple federal, state, and local regulations. These regulations are required to be met by the local government agencies or they will not fund HMGP projects. However, these requirements might prevent local government agencies from meeting their goals of protecting lives and assets since funding might be de-obligated in the event of falling short of meeting the contract requirements. Social change that can derive from this research is the deregulation of some contractual requirements by FEMA which will prevent de-obligation of federal funding in the event of an error.

Summary and Transition

Ideally, FEMA would provide enough resources to local government agencies to implement HMGP projects within their local jurisdictions. This is often not the case and local governments are responsible to meet strict contract requirements that limit access to resources. Local governments have been unpredictable in the past and deviate from the federal contract. Hence, I explored if local governments in Florida have deviated from duties if faced with contractual challenges.

Finally, this chapter illustrated the rising level of natural disasters in the United States of America, the costs that are needed to mitigate the damages, and the challenges faced by government employees in mitigating these damages. As a result, a problem

statement was developed, the nature of the study, research questions and theoretical foundation was used to complete these research objectives.

Chapter 2: Literature Review

Local governments in Florida must meet all the necessary requirements outlined in the HMGP contract. They require professional resources that are beyond the amount financed by the federal government. The HMGP is a 75% federal share and 25% local share. Local governments are given 5% of the total cost of the project for management costs which must cover administration costs such as payroll, procurement, debarment, general management, and auditing. The FDEM is developing contracts on behalf of FEMA and local governments to help enforce state and federal requirements of the Hazard Mitigation Grant Program. However, some contract requirements (procurement, debarment, auditing, and management) can be challenging for the local government agencies to achieve since they lack the professional expertise and resources.

The principal-agent theory helps explain the cause of the principal-agent problems created by these specific contract requirements. The purpose of my study was to understand why there is an asymmetric flow of information and contractual delegated duties are lacking between the agent (local government) and the principal (FEMA) in completing a contractual agreement.

Literature Search Strategy

A literature review was conducted to establish an understanding of current research in the topic of interest before carrying out this investigation. Multiple databases such as Google Scholar, ABI/INFORM Collection, Dissertations & Theses @ Walden University, Google Books, ProQuest Central, SAGE Journals, SGAE Knowledge and Taylor and Francis Online were searched to identify published literature. The following

key search terms were used to identify relevant publication: *local government and contracts, federal government and contracts, local government procurement and contracts, local government debarment and contracts, managing contacts and local government, principal-agent theory, principal-agent theory and contracts, challenges facing local government, financial constraints and local government, federal government regulation and contracts, federal, state and local contracts, contract constraints, and challenges meeting contract requirements.*

SAGE Journals and Knowledge, terms such as *principal-agent theory* were used to find publications, while with ProQuest Central and Taylor and Francis Online, terms such as *federal government and contracts* and *local government procurement and contracts* were used to capture more scholastic journals. Further, Google Scholar provides many articles relating to the study, but the publications required payments, therefore, Google Scholar was rarely used to retrieve publications. Parallel studies were reviewed, and literature gaps were identified.

Theoretical Foundation: Principal-Agent Theory

According to McGlashan (2018) the principal-agent theory, based on theories by Ross and Mitnick, was formalized by Jensen and Meckling in 1976. The theory focusses on the asymmetric sharing of information between a principal and an agent in a contractual relationship. It also includes the examination of how the agent performs a task delegated by the principal in that contractual agreement (Kara et al., 2006).

Liang et al. (2019) stated that goals and incentives are inconsistent in the relationship between the principal and the agent, and it is almost impossible for the

principal to fully supervise the agent's actions. Similarly, Gong et al. (2017) stated that the agent will be required to make important decisions about delivering several tasks to be completed on behalf of the principal. Due to their differences, the agent may commit deceit and fraud (Gong et al., 2017).

Moreover, Kapucu (2007) stated that the principal-agent theory emphasizes the agreements or contracts between the principal and agent especially when there are different objectives and conditions between the two parties in the contract. Flower (2019) explained that the objective of a principal-agent relationship is to have equal information sharing between the two parties which will make the relationship mutual. At this point, the agents enjoy more freedom, and the principals are better able to achieve their objective. However, the method of sharing information by the agent might be different from the method required by the principal, resulting in issues. The principal cannot predict how the agent will complete the task after the contract is executed. The principal cannot monitor every action performed by the agent due to barriers in information sharing (Jones et al., 2006). Panda and Leepsa (2017) illustrated that the principal and the agent work for their self-interest which causes conflicts. As a result, the principal will include monitoring requirements in the contract to keep the agent in-check.

The principal-agent theory has been used to examine different fields of practice and illustrates how the goals of the principal and agent are different. In a financial relationship, the principal is the main funding source but will also want to spend the least possible to achieve their goals. On the other hand, the agent will try to maximize the costs

of the tasks to benefit their organization. For the principal to meet their goals, they will approve the budget of the agent within the parameters of cost standards (György, 2012).

Kiefer et al. (2017) demonstrated that if a project has diversified risks, then the principal should absorb those risks. Misenti (2018) summarized that the principal enjoys the benefits from the agent's efforts. Hence, the agent should not have any liabilities on the contract. The principal directs and controls the agent's actions in a contract, which should release all responsibilities for liability.

The Relationship of the HMGP Contract

HMGP agreements between the FDEM and FEMA and local government agencies in Florida require a contract. The contract outlines specific requirements that must be followed by local government agencies in implementing the HMGP project. The FDEM's primary responsibility is to manage the federal grant approved by FEMA which includes reviewing applications, monitoring spending, managing timelines, and ensuring the projects are completed within federal guidelines. For example, depending upon the terms and conditions, grant funds received from the federal government can be subgranted to subrecipients (See Appendix A).

Below are the key requirements outlined in the HMGP contract that requires full participation from local government agencies with limited or no help from FEMA and FDEM:

- Suspension and Debarment: If the subrecipient with funds authorized by this agreement to enter into a contract, then any contract must include the following

provisions: This contract covers transactions for purposes of 2. C.F.R. pt. 180 and 2 C.F.R. pt. 3000 (See Appendix A)

- Audits: In accounting for the receipt and expenditure of funds under this agreement, the subrecipient shall follow generally accepted accounting principles (GAAP) as defined by 2 C.F.R. Part 200, Subpart F (See Appendix A).
- Procurement: The subrecipient shall ensure that any procurement involving funds authorized by the agreement complies with all applicable federal and state laws and regulations to include 2 C.F.R. 200.318 through 200.326 (See Appendix A).

The Challenges of a Contract

HMGP contracts have multiple requirements outlined by FEMA and enforced by local government agencies within the state. The federal government has its own challenges. For example, in recent decades, the federal government has been requiring a higher degree of competence in their procurement process, however, they lack the resources needed to complete processes for “transaction solicitation, monitoring, oversight and accountability” (Berrios & McKinney, 2017, p. 559).

Collins et al. (2016) researched whether the use of grant-contracting to implement federal block grant programs affects equitable access to funding among lower-level governments (p. 406). Their findings showed that local governments received less grant funding because of their limited ability to meet extensive reporting requirements. Likewise, Soojin (2017) research investigated how successful financial management will achieve fiscal effectiveness and combat corruption in local government when the management services are being outsourced. The findings illustrated that a host of

standards must be met for a contracting system to be effective. “Government agencies should pay greater attention to competitive bids without favoritism, contract specificity, a statewide performance database, sufficient staffing with well-trained personnel, strong leadership, team-based structures, two-way communication, and evaluation based on both qualitative and quantitative values” (Soojin, 2017, P 756).

Local government agencies have limited financial resources and limited staff within their jurisdictions and are unequipped to carry out all functions as effectively as the state and federal government.

Deur and Butler (2016) examined how local governments managed their archeological sites and maintained records of their staff on the payroll. For their study, 24 states and 69 local governments were examined. They found that only 19 local governments had an employee to complete the overall management of required functions and that both financial and political will were needed within the local government.

Shakirova (2019) explained that the New Jersey State government is bringing back public services in-house that were once outsourced to contractors. The data collected by interviews from multiple municipal leaders explained that employees were performing the same jobs in-house as opposed to outsourcing since it is too expensive.

Moreover, with HMGP projects, the type of products and services are different, making it very difficult to predict a fixed cost for local government and therefore, more costs are overrun. Similarly, Kim et al. (2016) stated that when the market is dense with sellers and buyers, it is easier to have a fixed-price contract. When there are a limited number of buyers and sellers, cost-reimbursement contracts are suitable. In their research

of the Defense Department contracts, they concluded that with cost-reimbursement contracts, the buyers will face more unexpected costs. Therefore, markets with more sellers than buyers should be selected.

Local governments carry out their mission with limited funding. By contrast, the federal government has its own requirements in an HMGP project relationship. For local governments to receive reimbursements, they need to meet the requirements of the federal government which can be challenging. McDonnell et al. (2018) stated that a requirement of a community development block grant (CDBG), is to assist low- and moderate-income (LMI) families in the area of recovery with the funding. They also stated that the federal government requires documentation of activities and lacking in the documentation requirements have created considerable conflict between the state and the federal government.

Terman and Feiock (2016) explained that to prevent principal-agent issues, the government should encourage contractors to focus on the outcome if the project is to achieve greater success. This process entails specific requirements outlined in the contract that contractors must follow and must also be measurable to meet the mission of the government. However, in the agent's case, for them to focus on the outcome, they will need resources which are limited at the local government level.

Factors of the Contract Problem

The HMGP contract has many requirements. However, some are complex in nature and require special attention to be completed. Moreover, any deviations by the

local government agencies from these complex requirements will create a principal-agent problem which could prevent FEMA and FDEM from meeting their goals.

Procurement

The HMGP contract between FEMA and FDEM and local counties incorporate procurement requirements that must be followed. The agreement states that any procurement undertaken with authorized funds must comply with the requirements of 2 C.F.R. §200, Part D—Post Federal Award Requirements, Procurement Standards (2 C.F.R. §§200.317 through 200.326; See Appendix A). Counties are required to submit a description of their procedural strategies for getting tasks completed.

For local governments to be awarded these contracts and funding, they are required to meet all procurement guidelines. Greten and Abbott (2016) outlined the strict procurement procedures required to be followed within a federal award program. They stated that deviation from federal procurement requirements have led to de-obligations or withdrawal of federal funding. Federal contracts should be competitively bid with limited exceptions, cost analysis and written procurement procedures.

Secondly, the federal government is forcing state and local governments to participate in their process by attaching them to federal grants. The United States government has been advancing its trade agreement and procurement process with other countries especially with the European Union. The United States has been lagging, requiring that state compliance be attached (McNiff, 2015).

Moreover, the procurement processes in place by the U. S. government are complex and require a great amount of strategic planning and local government

enforcement to meet these requirements. According to Harutyunyan (2016), the United States aims to achieve public trust in their procurement process via a high level of integrity system. One of the criteria to meet this objective is to monitor and eliminate contractors who are barred from doing business with the government. The government developed an administrative agreement to allow contractors to participate in procurement but also to ensure that they are not engaged in any form of misconduct.

Adopting the federal government procurement process is not simple and generates the need for substantial procedures and paperwork. The e-procurement procedure needs to decrease paperwork, develop cost saving strategies and provide a framework to incorporate oversight.

There are differences in the procurement procedures between government agencies. Yi (2015) examined differences in the procurement procedures between the federal government and local governments. Firstly, the federal government uses a procurement system that allows the purchase of large quantities at a very competitive cost, reducing administrative costs and the ability to purchase from specific types of businesses, such as small businesses.

Moreover, when a local entity is new to the procurement process, they can use federal government contracts with the suppliers for low-cost strategies. However, as the local government becomes more familiar, the use of the federal procurement process is less favorable and ineffective since the local government agency can set their own procurement standards to impact their local communities.

Bromberg and Manoharan (2015) suggested that e-government is a tool that can be used to enable more effectiveness and efficiency to meet their end-state goals. Furthermore, they stated that local governments spend a significant amount of money on procurement and can implement an e-procurement tool to be more productive. As a result, they examined 191 official websites on the e-procurement process of the largest cities by population in the United States that adopted some form of e-procurement in the beginning state of the process. It was claimed that e-government can reduce barriers and increase transparency and accountability. While Bromberg and Manoharan outlined benefits of having e-procurement, it should be noted that these implementations can be costly.

Finally, Rendon and Rendon (2016) examined procurement fraud within the federal government and whether they are related to incompetent personnel, less-than-capable contracting processes, or ineffective internal controls. Their findings indicated that contract control and contract administration are the lead factors for procurement fraud. Finally, Baek (2015) found that the e-procurement system in the United States is less advanced in the United States compared to other developed countries and that the need for decreased paperwork and cost saving strategies, as well as a clear e legal procurement framework needs to be practiced.

Leadership Supporting Project Managers

The success of a disaster mitigation HMGP project at the local level depends highly on the administration of the scope of work (SOW), schedule of the project and the budget which are all outlined in a contract. The leaders of the organization are the

primary persons to ensure that these requirements are fulfilled. Moreover, during the implementation of a HMGP project, the leaders will assign a project manager to perform the operational aspects of the project, including purchasing materials and paying vendors.

Hoxha and McMahan (2018) stated that there are numerous factors that contribute to the success or failure of a project. The experience of the project manager is one factor for success while cost overruns or delays in a project contributes to failure. Additionally, their research showed that supporting and prioritizing a project will bring more success to the project. It is important for leaders to have skills that enable them to manage their projects.

According to DuBois, Hanlon, Koch, Nyatuga, & Kerr, (2015), leadership traits can be credited for the success of a project. Some of these traits include emotional competence, communication and managerial competence. A combination of skills and styles are desired for project and team leaders to be successful.

According to Laufer, Hoffman, Russell, & Cameron (2015), project managers will try to minimize negative or unexpected events in a project. They further asserted that some organizations think that all unexpected or negative events can be prevented. Leaders are convinced that issues will arise from a project, these unexpected issues are solved more effectively by the project manager.

It is essential for leaders to be clear of the management style they want from their project manager. According to Nkukwana & Terblanche (2017), project managers' ability to adopt a more agile approach of performing their duties were studied. The researchers interviewed 15 employees both from the management and implementation team of an

organization. The case study showed that the management team preferred the command-and-control style of practice while the implementation team of the organization wanted trust, less micromanagement and to act as coaches and facilitators. Moreover, the research showed that the views of leaders and project managers are different in meeting the objectives of the organization.

In the absence of leadership, the organization should ensure that project managers are guided to meet their objective. Portfolio managers and middle managers are becoming more critically important in leading project managers to meet their end-state goals. The portfolio provides the necessary resources and a bridge between leaders of the organization and the project managers. This portfolio manager should possess motivational skills, accuracy, thorough visionary ability, emotional resilience and strategic thinking to meet the end-state goal of both the organization and the project managers (Munir, Furqan, Shahzad, & Basit, 2017).

It is essential to allow project managers to think like leaders in a changing and demanding environment. According to Pretorius, Steyn, & Bond-Barnard (2018), many projects fail due to lack of shared leadership. Management selects their employees for technical expertise rather than their ability to lead. But in a changing environment with uncertainty, globalization of employees is failing. Project managers should be able to make decisions based on their project instead of reaching out to a vertical manager.

Performance Management

According to Jones (2016) performance management should not be a process that is visited once every 12 months but must be one that provides ongoing coaching and

feedback to achieve high performance. Rao (2017) stated that for performance management to be effective, evidence and evaluation from measurements should be developed to meet the agency goal.

Buick, Blackman, O'Donnell, O'Flynn, & West (2015) state that performance management informed employees of the mission or goal of the organization and ensured that they are aligned with these goals. Performance management also outlines changes and tracks employee progress especially if there is a gap in understanding how changes will impact an employee's working environment.

Hall (2017) argues that the rational approaches of performing a task are becoming more common within government agencies which is providing success for organizations to meet their goals. Moreover, most federal and state agencies use performance measurement to quantify their progress in meeting their objectives. However, local governments are less likely to use performance measurements since they normally face challenges with accountability, responsiveness, and performance-based tasks. They believe that these challenges can be controlled with a smaller budget and are less likely to enact performance measurements to test their success or challenges.

Dimitrijevska-Markoski (2019) examined the performance management of 124 local government administrators in Florida. The objective of this study was to determine if a relationship existed between performance measurement and the organization's overall productivity. The findings illustrated that performance measurement does not have a positive impact on employees' performance, but rather productivity was associated with a general awareness of performances within the organization.

An organization can face challenges that affect their performance and might require mitigating factors. For example, Michaels (2015) examined the ability of managers to reduce unethical behaviors of government contracting employees when managing contracts. Twenty-one mid-level managers were interviewed. It was found that although these managers had the knowledge on how to alleviate unethical behaviors, staff behaviors within the entire organization still needed improvement.

Rivenbark, Fasiello, and Adamo (2016) examined the transition capabilities of local government by measuring performances and implementing solutions that have positive impact. The researchers conducted a comparative study on 36 municipal governments in North Carolina and 78 municipal governments in Puglia, Italy. Their findings illustrated two different solutions for two different types of organizations. The first approach utilized a top-down buy-in where managers of the organization lead performance management by developing strategic plans and economic development. The second approach was a bottom-up leadership and smaller government with limited budget and financial functions with lower-level managers taking responsibility for their performance (Rivenbark, Fasiello, & Adamo, 2016).

Performance management must examine specific criteria for each job within the organization. According Urbanik (2016), local government managers might refrain from wide-ranging duties such as accounting and auditing. A treasurer's job is to collect taxes and not to complete audits.

In addition, the guidelines used to complete performance measurement are sometimes too broad or narrow in scope which normally fail to capture the requirements

to be evaluated leading to mistakes and job violations. According to García-Ocasio (2015), the United States government has zero tolerance for the use of trafficked persons in federal contracts. The government's Final Trafficking in Person (TIP) Rule has been developed to prevent forced labor. Federal government contracts and sub-contracts with entities outside the United States of America, have difficulties monitoring employees who are trafficked for their services. Moreover, the federal government must rely on self-reporting contractors of forced labor in each federal contract.

Ndevu & Muller (2018) argued that political officers have agreed to improve the governance of top management, but it is affected due to the lack of implementation of performance management and budgetary limitation. They also stated that the process should be long-term to meet their objectives rather than just a compensation tool.

Debarment

Contractors are required to fulfill all HMGP project contractual requirements. Furthermore, local governments are required by FEMA to ensure that contractors are not prohibited from doing business with the government under 2 CFR Subpart H. Moreover, according to Garlick (2019) the debarment system is designed to reduce wrongdoing by contractors and prevent them from getting future contracts with the government.

Meunier & Nelson (2017) stated that the government should continue to do business with a contractor under special conditions rather than just simply suspend or debar them if they previously violated a federal condition. They also stated that the debarment period does not fix the issue with the contractors and in most cases, can close that business and reopen another business under a new identity. Finally, the process of

debarment has been more impactful on small businesses versus larger firms. In addition, Schoeni (2016) explained that small businesses are more likely than larger contractors to be disbarred. Although some large contractors are debarred, they are still granted permission by government agencies to bid for contracts since they provide specialized services.

Smaller entities might find it difficult to challenge the government on violation of regulation. Bianchi (2015) explained that contractors might have limited opportunities to challenge the government's decision on debarment. Moreover, it is the responsibility of the contractor to show cause why debarment must not be enforced. On the same note, contractors assign blame or even terminate their employees to limit the contractor's liability to the violation.

Daley (2017) stated that the government awarded about a trillion dollars in contractual work and lost about a billion dollars in fraud and improper payments to contractors. Although the government has shown success, they continue to have concerns about the frauds. Contractors have been prime leaders in developing good business practices in the United States and have been inclusive with their hiring of veterans and other minority classes (Geier, Gage, Daub, & Herald, 2017). Hence, it should not be concluded that contractors are more likely to defraud the government.

Perry (2016) illustrated ways in which contractors play an important role in providing essential services to the United States Military. However, over the years, contractors have been sued by employees and civilians for multiple misconducts and violations when implementing federal contracts. Manuel (2016) claimed that the United

States Congress is willing to assist small businesses whose rights have been violated. Policies such as the Miller Act of 1935, gives subcontractors the right to sue the prime contractor in the event of a violation.

Contractors are forced to regulate their business to prevent debarment. However, according to Hamrick and Abbott (2017) contractors may not have expertise in all aspects of their business especially when using sub-contractors.. The government must be aware of this potential problem of monitoring sub-contractors and continue to develop new labor laws and regulations..

Morrison (2018) explained that the use of auditors to monitor contractors will ensure that they are within compliance of government contract requirements. Auditing will also enable the organization to monitor contractor performance regardless of the government contract status. According to Robbins & Baker (2015), the purpose of debarment is to enhance public regulations and not for the punishment of contractors. Therefore, the responsibility should be on the government to help with the monitoring process.

Auditing

The HMPG contracts between the FDEM and local government in Florida contain audits and monitoring requirements that must be followed by the local government receiving the HMGP grants. The contract requires that local governments monitor schedules and scope of work. Furthermore, the local government justify their monitoring with financial audits as defined in 2 C.F.R. Part 200, Subpart F” (See Appendix A).

Sheffler, (2018) pointed out that under Subpart F, recipients must hire an independent auditor to conduct a single audit if it expends more than \$750,000. Furthermore, after the recipient has an opportunity to address any auditing discrepancies, they must present the report to the awarding agency. Moreover, if the recipient is unable to fix their findings, they may be prevented from submitting receipts for reimbursement.

McKay & Nuehring (2019) interviewed employees of agencies that are receiving federal awards and found that they lacked knowledge of grant management. Furthermore, the researchers also noted that single audits of organizational documentation, management, and training are needed prior to and during the implementation of the award. Although respondents recognize the importance of internal controls, two in three (62%) reported that their organization failed to maintain comprehensive documentation.

Local governments are not equipped with all federal and state monitoring and auditing requirements. According to Urbanik (2016), Indiana began adopting internal control standards. Employees in Indiana that handle public funds must be certified under the new training. Millman (2019) stated that when auditing a government contractor, it is essential for the auditor to understand the federal, state and local government rules and regulations. It is also important to understand the pressures placed on contractors to meet government requirements.

Cagle, Flesher, Pridgen, & Bunker (2017) explained that some municipalities are not required to complete a financial audit during their normal fiscal year due to the amount of revenue generated in their jurisdiction. For example, municipalities in Mississippi with less than \$1 million in revenue may complete a compilation report

versus a financial audit. Miller (2016) stated that performance audits help a government agency to be more effective and efficient in their projects and may expose fraudulent activities.

Approaches to the Problem in the Literature

Liang, Shen and Guo used the principal-agent theory to explain how an incentive approach might help to mitigate the principal-agent problem. Moreover, they established that the principal is the lead benefactor if the agent acts in their interest. They analyzed multiple situations to determine the level of incentive needed to mitigate the principal-agent theory. Finally, this approach was found to allow the principal to consider if they can afford to offer the incentives required by the agent. Not all requirements of a principal can be assigned to an incentive plan since some of the requirements cannot be measured or transferred to other research contexts.

Gong, Tang, Liu, and Li (2017) explained that one way to resolve the principal-agent problem is to find a common ground between the principal and the agent. Their research concluded that the principal should develop an incentive plan to reduce some of the risks that might be faced by the agent in the contractual agreement. In conclusion, the research showed that a shared responsibility was never an objective of the principal.

According to Groop (2017), the use of a strict accountability mechanism is one way to lessen the principal-agent problem. These accountable mechanisms include pre-screening and steady monitoring of the agent to ensure that they didn't deviate from their responsibilities outlined by the principal. Conducting survey is one approach to tackle the principal-agent problem according to Yahovlev, Tkachenko & Rodionova (2019).

Surveying principles that might have contractual agreement with a specific agent will produce examples of the principal-agent problems in the field. The survey method proposes to ask counterparts about their attitudes toward undesirable behaviors of agents (Yahovlev, Tkachenko & Rodionova, 2019). This approach is beneficial if there are similar requirements and objectives in the contracts between principal and agent. However, if the variables are different, then the approach will not provide the most optimal solution.

Longo & Giaccone (2017) outlined the principal-agent problem as able to be alleviated with performance evaluation of the agents. The incentive-intensity principle and monitoring intensity principle, and the equal compensation principle will align the agent with the principal's goal during the evaluation process. This approach is three dimensional, provides multiple options to the principal in aligning the agent while and needs to be closely implemented by the principal.

The HMGP Principal-Agent Justification of the Study

The principal-agent theory focuses on the two main concerns of moral hazard and asymmetric flow of information. Both concerns deal with the deviations from agreed upon contractual relationship. Similarly, the local government agencies (agents) are responsible to implement the HMGP project within the guidelines of FEMA and FDEM (principal). However, due to the complexity of procurement, management, debarment, and auditing requirements, the agent might deviate from the guidelines causing the principal-agent problem.

Furthermore, the creation of the principal-agent problem between the local government agencies, FEMA and FDEM might be intentionally justifiable. Earlier literature in this chapter outlined by the local government agencies lacks the expert staff and other resources needed to complete their daily tasks and HMGP contract requirements.

Craswell (2009) argues that behaviors that are considered willful breach of contract are harsher in the courts since the wrongdoer “knowingly and intentionally” performs the act. Moreover, Craswell also stated that the events or actions leading up to the breach of contract should also be considered a factor in determining the willful act (Craswell, 2009).

Summary

It is important to understand why local government agencies create a principal-agent problem. The literature outlined a range of challenges and the need for resources to implement procurement, management, debarment, and auditing contract requirements. This study continued to review if the lack of resources is the primary predictor for creating a principal-agent problem in the HMGP contract or if there are other factors and variables that have not been captured in the literature review.

Chapter 3: Research Method

The purpose of this research was to understand if the 5% management costs allocated to local government by FEMA via FDEM to manage HMGP projects are adequate. Moreover, these local organizations' employees are responsible for completing procurement, auditing, and management of tasks and staffs and debarment of checks. The objective of this research was to comprehend if a principal agent problem will develop due to the funding concerns by the local government agencies.

In addition, the methodology that I used in this chapter was case study with a narrative analysis. This chapter also includes the target population, study sample, data collection methods and analyses, and ethical factor. A case study design was used since it provided the opportunity to interview leaders of the local government agencies. Finally, this chapter outlines the trustworthiness of this research.

Research Design and Rationale

The federal government and the local government are firm on their spending especially with HMGP disaster projects. The research question for this study was as follows: Will the local government agencies in Florida be able to meet all their HMGP contractual requirements with the 5% management cost allocated to them in the process of managing their grants or will there be mismanagement from the local government agencies?

FEMA, via FDEM, requires subrecipients in Florida to comply with strict contract regulations to receive federal assistance to support their local communities through disaster mitigations and to prevent loss of lives and assets. Moreover, a report from the

National Institute of Building Sciences found that one dollar spent on hazard mitigation will save more than six dollars of recovery and rebuilding costs of future disasters (FEMA and MEMA Urges, 2019). It is in the best interest of both federal and local governments to buy-in to the mitigation projects and to comprehend local government perspectives in meeting contractual requirements.

In this study, I used a qualitative case study design. Qualitative research is multimethod in focus, and involves an interpretive, naturalistic approach to make sense of or interpret the subject in terms of the meanings people bring to them (Denzin 2007). According to Toma (2006), in a case study, researchers gather information from multiple sources such as documents, interviews, and observations. Case study research does not usually involve many cases, although multiple cases are organized by themes, allow for cross-case analyses, and facilitate generalizing to other settings (Creswell, 1998).

The use of qualitative research with case studies can help to appreciate the real time issues local government agencies are facing with the contract requirements. It will also determine if their requirements are causation of the principal-agent problem. “One purpose of case study is to expand the understanding of phenomena about which little is known. A theoretical framework may be used to guide the case study and identify assumptions about the phenomenon at the beginning of the study” (Thomas, 2006. para. 5).

Finally, qualitative research comprises of other designs such as ethnographic, narrative, historical, and phenomenology. These designs were not selected in this research since they focus on a different phenomenon. For example, the ethnographic

design used in research focuses on social and cultural issues (Madison & Hamera, 2006) and “narrative research aims to explore and conceptualize human experience as it is represented in textual form. Aiming for an in-depth exploration of the meanings people assign to their experiences” (Josselson, 2010, p.935).

Role of the Researcher

Currently, as a grant coordinator for a local government entity in Florida; I am in the process of assisting the coordination of HMGP grants from FEMA via FDEM to mitigate disaster risks. Additionally, as a previous project manager with the FDEM, my responsibilities included the review of applications and the coordination of approvals of HMGP grants to local government and nonprofit agencies in Florida. My employment jurisdiction restricts me from having control of other grantees or counties of the HMGP within Florida. However, working with HMGP grants, I can understand the environment of management. According to Parker (2017), if the researcher is present at the sites of the activities, “the researcher shares with them the experience of ‘being there ‘, thereby opening up opportunities to collect data about ‘the way we do things around here’” (p. 1).

Keeble et al. (2015) stated that bias in research “can be viewed as a negative aspect of a study, and action should be taken to reduce as much bias as possible within the results of the study” (p.1). Moreover, Wadams and Park (2018) outlined that researcher have used techniques in qualitative research to “mitigate and raise awareness around researcher biases including bracketing, unstructured interviews, diverse peer review, thinking inductively, investigator responsiveness, and critical reflexivity” (p.1).

My key strategy to avoid biases was the use of unstructured interviews. To begin, Chauhan (2019) stated that unstructured interviews help the interviewer with the ability to have face to face interaction with the interviewee with a sense of validity and practicality. On the same note, Nathan et al. (2019) explained that in unstructured interviews; “the researcher needs to be open to new insights and to privilege the participant’s experience in data collection and the data from qualitative interviews is not generalizable, but its exploratory nature” (p.1).

The participants had the opportunity to enhance my current knowledge in the field of the research and reduce my biases and short comings that were present at the beginning of the study. Moreover, the face-to-face interaction allowed me to enhance my questionnaires from the beginning to the end of the interview. For example, if an interviewer provides related information to the study, this information can be shared with other participants for their input.

Next, the objective of this research was to provide the realistic challenges facing emergency personnel within the State of Florida. I targeted multiple jurisdictions and employees with no personal connection to myself to avoid conflict of interest between myself and participants.

Methodology

Participant Selection Logic

In Florida, natural disasters such as hurricanes are inevitable. Every county must battle these disasters to protect lives and assets. One of the viable options to mitigate these disasters is the HMGP and in many cases; all counties in Florida are eligible for this

funding. For example, with Hurricane Irma, all 67 counties were entitled for HMGP funding. As a result, the population of this study included counties within the state of Florida that were given HMGP funding within the last 5 years.

According to Luborsky and Rubinstein (1995), selecting a sample in qualitative research depends on the number of resources, availability of staff, method, and goals of the research. In addition, Ishak and Bakar (2014) advised that researchers can use nonrandom selection process when the researcher has unique cases, specialized population and wants to gain an in-depth understanding.

Sargeant (2012) stated that “the subjects sampled must be able to inform important facets and perspectives related to the phenomenon being studied” (p. 2). To achieve this goal, a selection of eight most accessible and available research cases were selected. These cases would have had to have HMGP funding in the past 5 years and have used their funding from the beginning to end of the process. Furthermore, the FDEM has records of counties that received HMGP funding and closed out their projects within those last 5 years as this is a federal requirement; and a sample was taken from this population.

Next, participants were emailed to confirm their availability and confirm that they have employees that went through the process of implementing an HMGP project. To begin, although a county might have received funds from FEMA and finished an HMGP project; the employees that implemented the projects might no longer be employed with that county; thus, leaving research questions unanswered. I documented the email

communication to track applicants that are willing to participate and have employees that are still employed with the counties.

Instrumentation

To answer the research questions, a face-to-face interview will be conducted. This process will be done through individual interview with participants. A follow-up interview will be conducted if information gathered need clarifications. Moreover, “a reliable interview protocol is the key to obtain good quality interview data and two key steps to achieve this goal are ensuring alignment between interview questions and research questions and constructing an inquiry-based conversation” (Yeong, et al., 2018, p.2700). To complete the research in this paper, the research questions listed in chapter one will be the questions posed to participants to allow them to provide relevant information needed.

In addition, a videotape or audiotape will be used to record the story telling type data this research will aim to collect. As mentioned earlier, the goal is to gain an in-dept understanding of the phenomenon being investigated.

Procedures for Recruitment, Participation, and Data Collection

Data will be collected from county’s directors, project managers, grant administrator and grant coordinator from county’s employees within the State of Florida that managed HMGP projects within the last five years. Also, although it is important to gain a well-rounded knowledge from these employees; a selection of two to three employees will be targeted to gain an understanding of the research questions through face-to-face interactions. Interviews will be done based on the schedule of the

participants. However, effort will be placed on getting all the interviews executed within a short period of time which will help to analyze all data collected simultaneously.

The main goal of this research is to have a full understanding of the challenges facing managers implementing the HMGP funding within their counties. Therefore, seeking the in-dept understanding should not be rushed but it is essential to respect the participant's time. To complete my in-dept conversation, I will allocate about a one (1) hour for interview time and thirty (30) minutes to collect documents from each case.

Finally, by recording the interview session, I will be able to capture and verify conversations. This will be an essential tool when analyzing the data collected. Also, if participant(s) within an organization fail to assist in answering the research questions, other participants will be contacted. In the state of Florida, there are 67 counties, so there will be multiple other participants capable of participating.

According to Kelly et al. (2015), "debriefing of participants in research can be conceptualized as a form of knowledge transfer and create awareness, educate, and even teach skills to participant" (p. 50). Therefore, for this research, the interviews and analysis processes will be a knowledge confirmation for both the participants and the researcher. Data gathered in an interview or in a form of a document will be read back to the participants to confirm the answers to the research questions they provided. Secondly, after completing this research, the paper will be shared with the participants to understand their situation when compared to others.

Data Analysis Plan: Narrative Analysis

According to Burkholder and Crawford (2016), “case study data analysis can include making comparisons across the various themes that have emerged from the data, as well as making comparisons across different cases, if the study was a multiple case study design.” Therefore, to complete the analysis of this study, a narrative analysis design will be implemented to capture the research findings.

To begin, Mills, Durepos and Wiebe (2010) explained that narrative analysis can help the research through theory building. They also stated that this design allows for the generalization of data from sources such as interviews and use a deductive reasoning method to develop themes. On a similar note, Allen (2017) in narrative analysis highlighted that; “researchers might intentionally collect stories from participants for the purposes of analysis, such as collecting oral histories or conducting interviews that focus on stories about a certain type of experience or series of experiences (e.g., stories of hope)”.

Furthermore, the purpose of the research is to answer concerns or unknowns and the research questions are developed with that intent. As result, information gathered from the research questions must be organized for the respectful audiences. For example, “narrative analysts ask the following questions: For whom was the story constructed and for what purpose? How is it composed? What storehouse of cultural plots does it call up? What does the story accomplish?” (Given, 2008).

Research Questions

Since this research will utilize a narrative analysis, most of the research findings will be generated by the interviews. The following are questions and the potential source of information:

- *“Do employees of the local government agency think that the 5% management cost allocation is enough to implement the HMGP contract?”*. Information will be gathered from interviews with county employees.
- *“Do local government employees believe that the organization is capable of accomplish procurement, debarment, management and auditing and if not, can constrains be mitigated through training?”*. Information will be gathered from interviews with county employees.

Narrative Data Analysis

The goal of this research is to determine if the local government agencies can meet their contractual obligations with the amount of management cost that are awarded to them from the Florida Division of Emergency Management. As a result, to analyze the data in this research, a thematic analysis will be conducted; for example, according to Fortune (2018); “the detailed summaries of the interviews formed the basis for the thematic analysis by categorizing and coding data in group of relevance”.

In addition, according to the Mack (2019) study, the researcher used Nvivo 11 Plus which will be adopted in this research; “NVivo 11 Plus was helpful to this research effort in that the software program assisted with the categorization of themes, made

theme articulation easier, ability to assign and delineate themes across categories and enable flexibility in auto-coding”.

Then, in Obot (2020) research, the researcher used a re-storying approach to share the narrative data gathered after categorizing the data into theme. This approach will be adopted for this research since it provides a method of presenting answers generated from open ended questions without changing the store-lines from the interviewees.

Issues of Trustworthiness

Credibility

According to Ghafouri & Ofoghi (2016); the researcher can utilize triangulation to eliminate the bias in findings. “Triangulation aims to overcome the intrinsic bias which is due to using a method, an observer and/or a theory in studies”. Furthermore, for this research there will be an in-dept use of interviews from participants from multiple jurisdictions to gain an understanding of the problem of study.

Transferability

Toma (2006) stated that; “for the research findings to be considered transferable, it must be deemed useful in other contexts and the researcher needs to describe the findings enough for a future researcher to ascertain whether the case is similar enough to be relevant”. As a result, the goal of the research is to interview employees that work directly with the HMGP projects, and they should be able to answer the research questions.

Finally, the findings aim to discover if the federal funding create challenges, what are those challenges and how do these challenges affect the contractual agreement between the local government and the FDEM.

Moreover, by establishing the challenges caused by a single variable (management cost funding) other research can apply the same methodology to find out if that variable also contributes to challenges in their research. They will also be able to target the similar population of this research which are employees that work on the projects.

Dependability

In the Cypress (2017) research on “Rigor or reliability and validity in qualitative research: Perspectives, strategies, reconceptualization, and recommendations. Dimensions of Critical Care Nursing”; the researcher requested help from other experts to confirm the themes of the data analysis. By enabling other people to review some of the transcribed materials and confirm the themes, the researcher was able to provide the dependability of the research.

For this research, information gathered will be reviewed by the dissertation committee including transcribed materials and themes developed during the analysis process. There will also be raw data from recording interviews and operational documents such as performance reports provided by the interviewees.

Confirmability

L. Haven & Van Grootel (2019) explained that an audit trail can be useful in determining confirmability of the research findings. However, having a scientific

community at large to evaluate the process and findings might be helpful to confirm that the research was conducted on sound foundation. As a result, the dissertation committee and other members of the university will be evaluating the information and provide a confirmation on the research findings.

Ethical Procedures

Full disclosure will be given to participants in the interview process about the research (purpose of the research and the role of the researcher) and the usage of data collected for the dissertation. The participants will be selected from local government entities; as a result, the participants will remain confidential throughout the data analysis process.

The Walden University Institutional Review Board (IRB) requirements for research procedures will be followed when working with participants. There will be explanation that the data collection process is voluntary in nature and that participants can refuse to cooperate or withdraw if they feel uncomfortable completing the research. Finally, the data will be shared with the dissertation committee for their expert opinions and guidance of analyzing the data.

Summary

In this Chapter, the research design was established that outlined the process of interviewing participants, collecting documentation as triangulation of the interviews and using narrative analysis as the methodology to analyze the data collected. In addition, the research questions were restated that will be used in the interview process.

For Chapter 4, the data collection and analysis process will be confirmed including the participant of the interviews and the type of documents retrieved will be illustrated.

Chapter 4: Results

The purpose of this study was to understand if employees of local government agencies think the 5% management cost allocation to complete the requirements of procurement, debarment, management, and auditing is sufficient. The requirements of procurement, debarment, management, and auditing outlined in the HMGP contracts can be challenging for employees and their organizations to implement, resulting in a principal-agent problem.

This section presents the data collected from the study of two principal research questions and the multiple sub-questions. The principal questions were as follows:

RQ1. Do employees of the local government agencies think the 5% management cost allocation is sufficient to implement the HMGP contract?

RQ2. Do local government employees believe their organization is capable of accomplishing procurement, debarment, management, and auditing and if not; can their constraints be mitigated through training?

Setting

Due to the consequences of COVID-19, government organizations allowed employees to telework or have a more flexible work schedule which made in-person interviews for this study unfeasible. Hence, interviews were only conducted with the primary project managers from each organization through emails and phone conversations.

Demographics

I conducted interviews with eight project managers from local government agencies within Florida who have worked or are currently working on HMGP projects. I contacted participants from five different counties and over 20 different cities within these five counties. However, I only gained participation from one county employee and seven city employees. The interviewees were from Monroe County, Lee County, and Collier County. These participants were managing varying numbers of IRMA/ HMGP projects; three applicants had one project each, four applicants had three projects each, and one applicant had six projects. These participants were selected because they were first to respond to the research flyer published within multiple local government organizations.

Data Collection

Participants (project managers) were given the choice of either emailing response to the interview questions or conducting phone interviews in keeping with the State of Florida and the Center for Disease Control and Prevention COVID-19 social distancing guidelines. Four project managers opted for the interview questions to be emailed while four interviews were conducted via phone conversations. The managers that chosen the emailed interviews were not given a timeline for the interviews to be completed; however, all emailed interviews were done within 2 weeks. The four other participants involved in the phone interviews were provided with the questions on a word document. The questions were also read back to them during the phone interview process. These interviews were completed within 30 minutes period.

I documented all the interviews into Microsoft Word. Eight follow-up phone calls were made to the interviewees to clarify some information. Due to COVID-19 I had to make an adjustment from the initial plan detailed in Chapter 3. Initially, my goal was to interview two to three participants from each of the project but instead only the primary project managers were asked to join the study.

Data Analysis

I targeted the opinions of local government employees by using interview questions. The answers to these questions were collected in Microsoft Word and then grouped and compared for each scenario by using a descriptive analysis method. Participants were assigned an identifying number, one through eight. Finally, the information was written down in sentences format which will be presented later in this chapter.

Evidence of Trustworthiness

Credibility

Project managers involved in this research were selected from separate project locations; however, two of the managers worked for the same local government agency but different departments. These two participants were selected due to their availability and the fact that they were working for different departments within that local government agency. Finally, throughout the analysis process, all data collected from all participants were compared to gather the theme of findings which will be presented.

Transferability

The goal of the interviews was to gather the views from local government employees on their implementation of contractual requirements with a 5% management costs. The interviews conducted were targeted directly at employees working on the HMGP contractual requirements. As a result, the interviews provided primary information from these employees.

Presentation of Findings

Policy Changed-Management Costs Requested

In the February 2018, FDEM issued a Hazard Mitigation Grant Program Notice of Funding Availability (NOFA) to all counties within the State of Florida stating that: “administrative costs are eligible and available upon request. The amount requested must be included as a line item in the project budget of the project application and labeled as ‘administrative and will affect your overall benefit-costs score’ (Hazard Mitigation Grant Program Notice of Funding Availability, 2018, pg.3). In addition, the administrative costs in this NOFA stated that the local government were responsible for 25% local share and the federal government was funding 75%.

However, On October 5, 2018, President Trump signed the Disaster Recovery Reform Act (DRRA) of 2018 into law. According to Section 1215 of the law; management/administrative costs would be covered at 5% of the total projects with FEMA/FDEM and reimbursable at 100% of that amount

Moreover, in April of 2020, the FDEM notified applicants of this policy change and recommend applicants to resubmit request for management/administrative costs and these costs would not affect the benefit-costs analysis.

Table 1 illustrated which project managers requested administrative costs with the revised federal regulations:

Table 1

Participants Requested Administrative Costs

Participant #	# Of Projects	Estimated Allowable Management Costs	Management Costs Requested	Difference
1	3	\$135,000.00	\$75,000.00	\$60,000.00
2	1	\$70,000.00	\$13,000.00	\$57,000.00
3	1	\$21,000.00	\$19,000.00	\$2,000.00
4	3	\$75,000.00	\$0.00	\$75,000.00
5	1	\$5,000.00	\$0.00	\$5,000.00
6	6	\$860,000.00	\$75,000.00	\$785,000.00
7	3	\$20,000.00	\$0.00	\$0.00
8	3	\$19,000.00	\$12,200.00	\$6,800.00

Theme 1: Not Requesting Management Cost

Three of the participants in this study did not request management costs at the beginning of their application. To begin, two of the three participants stated that they

were told that management costs were part of the budget and the amount entered as management costs would be used to calculate the benefit-costs analysis.

On the other hand, they did not revisit their budgets when they were advised that management costs are no longer part of the benefit-cost analysis and will be funded at 100%. They advised that their organization had used internal budgets to cover the management costs activities by assigning these tasks to other departments within the organization.

One of the applicants did not request management cost since the projects had a local-match share during the application process and the organization could not afford the match for management costs. However, after the DRRA law was implemented in 2018 and the applicant was notified by the Florida Division of Emergency Management of the changes, management costs was not request. The applicant claimed that the grant activities were assigned to other employees within the organization.

Finally, all the applicants explained that prior to the approval of the HMGP awards, responsibilities and budgets were assigned within their organization; for example, the finance department would assist with preparing the budget, approved and submit invoices and managing the reimbursement while purchasing would assist in procuring the products needed.

Theme 2: Requesting Below the Allowable Management Cost

They project managers that requested management costs for their projects, requested below the allowable amount. One of these applicants requested only nine percent (\$75,000 of \$860,000) of the allowable management costs. This manager advised

that to get reimbursed for management costs, the agency would have to provide documented invoices or timesheets to FEMA/FDEM to justify reimbursements. The participant further stated that most of these activities are performed by other departments within the agency such as purchasing and accounting, but those departments do not differentiate or document hours for grant projects versus normal business in their timesheets.

The other project managers confirmed that management costs reimbursement is based on actual costs of implementing the projects. They also stated that within their organizations, many grant requirements are managed by existing departments (purchasing, office of monitoring and budgeting and project management); therefore, the amount of time spent on these IRMA grant activities are not drawn-out or does not require significant amount of time to complete.

Moreover, two of the applicants stated that they are responsible for multiple functions of the grants, such as, grant manager, document manager and administrative manager; as a result, they are able to manage multiple functions of HMGP IRMA simultaneously; for example, developing a single purchasing template for all projects under HMGP grant. However, the project managers interviewed were not able to confirm if these departments are versatile with the HMGP requirements.

Management Allocation-5% of Project Cost and Accomplishing Requirements

All project managers were asked a series of sub-questions to gain their opinions on the research questions: “do employees of the local government agency think that the 5% management cost allocation is enough to implement the HMGP contract?” and “do

local government employees believe that their organization is capable of accomplishing procurement, debarment, management and auditing and if not, can their constraints be mitigated through training?”.

Table 2

Participant Responses

Participant #	1	2	3	4	5	6	7	8
Enough for training and technical assistances?	N	Y	N	Y	Y	Y	N	N
Percent of Management should be allocated?	10	10	8	10	5-10	5	5-10	7
Should you pay more for working on this grant?	Y	Y	N	N	N	N	Y	Y
Enough to increase your salary?	N	Y	N	N	N	Y	Y	N
Do you know what are reimbursable?	Y	Y	Y	Y	Y	N	N	N
Of the four, which is most expensive to implement?	M	P	M	M	P	M	P	P
Do you understand these requirements?	Y	Y	Y	Y	Y	Y	N	N
Were you trained on these requirements?	N	N	Y	N	Y	N	N	N
Are you at risk of completing any incorrectly?	Y	N	N	N	N	Y	Y	Y
Are there constrains in implementing?	Y	N	N	N	N	Y	Y	N
Is the organization training?	Y	Y	Y	Y	Y	Y	Y	Y
Are you open to be trained?	Y	Y	Y	Y	Y	Y	Y	Y

Key: Y-Yes, N-No, M-Management & P-Procurement

Theme 3: Enough Management Costs Allocation for Training and Technical Assistances

Four of the managers stated that they are not enough management costs allocation for these training to manage the HMGP grant. These project managers suggested that if management cost is increased slightly, it will cover training and technical assistances within their organization. Seven of the eight participants in this study stated that their local government agencies have been funding the trainings and technical assistances needed to manage the HMGP grants regardless of the federal allocation. These applicants admit that FEMA and FDEM do have training webinars and technical assistances available on managing the HMGP contracts throughout the project.

Theme 4: Percentage of Management Costs Should be Given to the Organization

One of the applicants with six projects and the largest total project costs suggested that the five percent of management costs is sufficient. However, the other managers said that it should be higher than five percent. Three of the managers stated it should be ten percent while two other managers said it should be between five to ten percent and two managers said it should be seven and eight percent respectfully.

Moreover, none-of these managers gave detail justifications on their percentages they recommended should be allocated. One of them said, “depends on the scope of the project” while another said, “it’s hard to say such a number but five percent is very little”.

Theme 5: Should You Pay More for Working on this Grant

These participants were asked if they think that they should be paid more for working on the HMGP project(s). Four of the contributors said no, but one of those four

said that they would like another employee to be hired to take on the responsibilities of the grant projects. This participant also had the highest allowable management costs and was not planning on hiring an employee that additional employee since the workload was manageable.

On the other hand, the employees that claimed that they should be paid more to work on the grant said that an increase of salary is unlikely to happen since their salary does not increase based on the amounts of grant they manage; for example, “yes to an increase in salary, but my job description states, “duties as assigned” although I do not get paid more for the project management, I get the satisfaction of getting the project completed which helps the city keep its citizens safe” or “yes to an increase of salary, however, as a government employee my salary does not change regardless of what the management percentage is”. They all concluded that the HMGP grants that they manage are not a yearly activity and their salary will not fluctuate based on the grant they managed.

Theme 6: Enough to Increase Your Salary

Furthermore, a follow-up question was asked to the participants if they think the grant provides enough management cost to increase their salaries. Five of these participants stated no and one of these applicants provided this comment: “as long as you know how many hours are required before the project starts. This is hard to calculate because there are always changes to either project management, timelines or change requirements from FEMA (such as spreadsheet changes, quarterly reports etcetera) which have occurred with this project”.

Theme 7: Do You Know What is Reimbursable

Three of the applicants detailed that at the beginning of the application process, they were not sure what expenses were reimbursable under the HMGP grant; however, due to training and webinars from the Florida Division of Emergency Manage, theses reimbursable became clearer especially reimbursement to complete procurement, debarment, management, and auditing responsibilities.

Theme 8: Of the Four: Most Expensive to Implement

Four of the applicants stated that managing the HMGP contractual requirements will be most expensive while four of them stated that it will be procurement. On the same note, all the applicants advised that they have a purchasing/procurement department to complete the procurement task. They also advised that while their positions (project managers) are mainly to manage the grant, management will also be involved with other department heads that are needed to ensure that the other tasks are completed; for example, the procurement management will enough staffs complete all procurement documents.

Theme 9: Understanding of the Contractual Requirements

Two of the project managers specified that the don't fully understand the contractual requirements especially procurement, debarment, management, and auditing requirements. These applicants further stated that took over the projects from other project managers and were not fully trained. For example, they are responsible to review the procurement before submitting to the public or to FDEM, but most of the time, they

don't really understand the technical aspect of the procurement procedures that are needed by the state and federal government.

Theme 10: Trained on These Requirements (Precontract Training)

These participants were asked if they were trained on procurement, debarment, management, and auditing requirements prior to working on the IRMA/HMGP contractual requirements and six of them specified that they were not trained prior to start working on the state and federal requirements. Five of these participants that were not trained prior to the contract stated they expanded knowledge of these requirements through interaction between themselves and the FDEM or FEMA or self-thought throughout the projects. Finally, one the applicant stated that the training and knowledge of the requirements are still lacking.

Furthermore, all the applicants concluded that their organization do provided training to their employees and as employees, they are open to be trained. As a result, follow-up questions were asked to these the two project managers why the unsure of the contractual requirements. Both stated that the trainings were done prior to them taking over their projects and most of their prior training are based on local operating procedures.

Theme 11: At Risk of Completing any Incorrectly

A follow-up question was asked to the applicants if they were not trained on procurement, debarment, management, and auditing prior to working on the grant and if there are any requirements that were possibly completed incorrectly. Four of the participants answered yes to the question. Two of the applicants confirmed that

procurement and auditing would be challenging while one of the applicants explained that: “there was no training on how to submit procurement, debarment, management documents to FDEM/FEMA. I would venture to guess that there were errors on paperwork that was submitted as part of the grant requirements”.

The final applicant did not specify which task might be completed incorrectly but suggested that the entire process is complicated due to the differences of procedures between the local government and the state and federal government, and there will be chances of errors.

Theme 12: Organization Challenges in Implementing

The project managers were asked if they encountered constraints or challenges with implementing procurement, debarment, management, or auditing within their organizations. Three of these interviewees claimed that there are challenges; for example, one of the participants claimed; “clarification between FEMA/FDEM requirements and what the organization requirement tend to present challenges”. The participant also stated that this challenge has not been resolved through training.

Theme 13: Organization Provide Training

All the applicants stated that their organizations would train their employees on their respectful responsibilities which may include procurement, debarment, management, and auditing but this is done mainly with local government standard operating procedures and the contract is written with state and federal requirements.

Theme 14: Opening to Training

The participants were asked if they are willing to take part in training or technical assistances to mitigate any challenges with procurement, debarment, management, and auditing and all the participant answered yes to the question. Five of the participants explained that the state and federal government should have multiple number trainings throughout the project lives to assist with uncommon issues.

Summary

The participants provided their opinions on the management costs and their abilities to implement the HMGP contractual agreements within their organization. Moreover, the information gathered was meaningful since all the participants provided their own opinions to the interview questions. Finally, some of these views created similarities as well as differences which will be further analyzed in the next chapter.

Chapter 5: Discussion, Conclusions, and Recommendations

On October 5, 2018, the DRRA of 2018 changed the amount of management costs local government agencies can receive. With this act, the local government did not have to contribute any funds towards the project to complete administrative tasks. These agencies now have a higher budget available to manage their projects and cover more budgetary items such as training or even hiring additional help.

The purpose of this qualitative study was to gather views from local government project managers within the state of Florida to determine if they think that the 5% allocation of management costs with the new DRRA act is enough to implement IRMA HMGP projects. I used a series of questions to gain perspectives from eight project managers within local government agencies. These questions were structured around training, employee's competences, and employee's compensation.

Literature reviews illustrated that local government agencies have had challenges when implementing state and federal contractual requirements such as those outlined in IRMA HMGP contracts which have led to principal-agent problems. Requirements outlined in IRMA HMGP contracts are unfamiliar to local employees and can be deemed complicated and challenging to implement; hence, management must be well trained to prevent errors.

Interpretation of the Findings

Training, Risks, and Constraints

As outlined in the literature review, the federal government is mindful of their spending when federal awards are given to local governments; the federal government

attaches specific outcomes which are monitored closely such as 2 CFR 200 regulations and debarment verification. As a result, it is very difficult for local governments to hide any contractual violations especially since state and federal governments conduct frequent monitoring and auditing of contractual requirements. In addition, “when a contract is developed with specific targets or outcomes, it is much easier to be monitored, the verification of actions is easier to identify, and it reduces shirking or satisficing behavior by the agent” (Nziku & Struthers, 2018, p. 2).

Dash et al. (2018) said that the agent might advise the principal that they possess specific skills and experiences required to complete the task outlined in their relationship. However, these skills and experiences might be difficult to verify by the principals, and in most cases the principal will become skeptical of these agents’ ability to complete their contractual agreements. Dash et al. stated the principal-agent relationship can be enhanced through initial and ongoing training, especially when the principal’s goals are different from the agent. In this research, state and federal governments have been providing clarifications to local government employees when needed regarding HMGP contractual agreements.

In this research, I was able to collect eight sets of data related to training from employees where they outlined or explained their level of training and expertise and ways their organization is handling implementation of HMGP projects:

- Local government project managers were not trained regarding state and federal processes and procedures to implement HMGP grants during the beginning stage of the execution and implementation of the IRMA HMGP

agreement. According to multiple project managers, leadership were confident that their existing skillsets were sufficient to meet their end goals.

- Managers explained that during the commencement of the implementation process, their understanding of contractual requirements was different from what was required of them from the state and federal government; for example, they thought procurement could be done with existing vendors rather than open competition for all purchases.
- Project managers explained that there are perceived risks involved with completing contractual requirements because of unfamiliar or uncommon regulations. Some managers detailed that they had never worked on 2 CFR 200 regulations and were not comfortable working with these regulations, especially with limited training.
- Project managers advised that there were constraints in terms of implementing contractual requirements within their organization. Timeline and invoicing were two of these biggest issues; for example, with state and federal requirements, all projects must be complete within a 36-month timeframe which are not normally the situation with local government projects.
- Local government agencies provide continuous training to all project managers; however, these trainings are designed from local government

standard operating procedures, which are slightly different from state and federal regulations.

- All project managers advised that they are willing to be trained on a new or existing standard operating procedures.

Training

Galpin (2018) provided a strategy execution model that could be followed to achieve effective implementation and remove issues involved with the principal-agent problem between local government agencies and state and federal governments. These steps include identifying potential strategic initiatives, map implementation priorities, establishing an implementation infrastructure, applying agile implementation management, developing implementation action plans, aligning organizational culture with strategy, and building momentum and continually adjusting. However, within local government agencies, managers explained that their standard operating procedures were sufficient to meet their stakeholders' needs and federal projects such as HMGP projects are only done once a year or every few years. Therefore, the organization did not revise procedures to accommodate HMGP projects.

Additionally, Olivier (2018) said:

In the public sector the execution of its strategy demands a more cautious approach in the execution of its strategy, requiring more time for consultation, buy-in, and decision making, and the larger number of stakeholders, the increased transparency, and increased complexity should all be noted. Also, the increased

number of oversight bodies complicate public sector management and often lead to a more cautious, slow, and incremental approach to making changes. Strategy execution should be aligned with the fixed and complex government planning and the execution cycle. The political cycle should also be considered, and the knowledge that funding for strategic initiatives is mostly uncertain and often reduced. (p. 6)

Similarly, in Florida, local government agencies in counties and cities are comprised of multiple departments including purchasing, finance, and project management. These departments are responsible for their own daily activities and have annual budgets and employees assigned to specific responsibilities. They also have a fixed set of standard operating procedures that they must follow to ensure that they satisfy their stakeholders' needs. Employees within these departments are trained to use these local standard operating procedures which are not changed frequently without major leadership involvement. Also, any changes must benefit the entire jurisdiction that the agency serves.

Occasionally, these agencies receive federal grants to implement specialized projects such as installing a generator in a shelter or wind retrofit of a shelter. These grants are attached to federal and state contractual requirements to prevent local authorities from mismanagement. However, these projects only target a selective section of agency jurisdictions; as a result, buy-in from all stakeholders to change policies to meet these special projects can be daunting.

As outlined in Chapter 4, multiple project managers clarified that they were not trained at the beginning of the projects on the federal and state requirements for the HMGP contracts. Some of these project managers enhance their knowledge by themselves, reaching out to FDEM/FEMA for clarifications and attending local training classes when available. These managers also stated that their organization's standard operating procedures did not change, or training were not improved to manage the IRMA HMGP grants since leaderships were confident that they can implement the IRMA HMGP projects with the trainings and procedures.

Moreover, the literature reviewed in earlier chapters illustrated that implementing procurement, debarment, management, and auditing can be complex and failure to follow these strict contractual requirements can lead to the violation of federal and state rules. Still not all participants were fully trained, or their procedures were not changed to lessen the concerns of meeting the contractual requirements.

The literature also stated that local government business transactions are different from state and federal transactions. For example, in Chapter 2, the literature described the federal procurement procedures versus local procurement procedures and illustrated the vast difference in these procedures especially with 2 CFR 200.

Furthermore, the steps provided by Galpin (2018) would allow "managers to apply the process to strengthen the strategy execution competence of their organization and learn valuable lessons from each application". This will also reduce the chances of a principal-agent problem because the employees can work more strategically in meeting the principal objects. However, adopting and revamping the standard operating

procedures for a single program (IRMA HMGP projects) can be costly, difficult to achieve in a short period of time and lack all employees buy-in as outlined by Olivier (2018). For example, Hanks et al. (1994) outlined that before considering a new procedure, the following should be considered: Will it be useful to employees? Will it provide the best outcome for the managers?, and Can it be implemented with the system (organization)?

Risks and Constraints

The managers asserted that there might be risks of completing some contractual requirements incorrectly due the differences between local, state, and federal regulations, especially with procurement. For example, for the federal government, all products procured must be done in an open competition, where at the local level products can be bought from local vendors without strict procurement procedures. A few managers also had concerns with their internal processes versus the state and federal requirements which can generate constrains in implementing the projects. For instance, the state and federal government requires that any nonconformity from the project scope must be reported and given approval before the project can proceed. However, some local leaders will trust their employees to make changes to a project scope without detailed reporting/feedback.

To alleviate these risks and constrains, the leaders from the local, state, and federal government need their frontline employees to be more conscious of all requirements in the contractual relationship. However, this might be a huge setback for the state and federal government since the employees implementing their projects will put local organization goals over the state and federal goals. For example, if a project

manager cannot find a vendor in an open competition bidding process, they will rely on local vendors to provide the project which will help to strengthen their organization. This will be a plus for the local government, but there will be a nonconformity from the state and federal requirements.

According to Boğan and Dedeoğlu (2019), trust for an organization, colleagues' s inputs, and effective communication can increase an employee's performance for the organization, but the managers might not have the same state of mind for the state and federal government in this relationship since they don't have a direct employee and employer relationship with the state and federal government. Zeng and Xu (2020) stated that "the consideration of individuals' needs and circumstances by leaders and have employees make decisions within the organization will help leaders get collaboration from employees" (p. 2). On the other hand, the state and federal government have limited interactions with these project managers at the local level. Therefore, it will be difficult to influence these managers to work in the best interest of the contractual agreements.

Fund Requested and Perception of Financial Lacking

Fund Requested

One of the major suppositions of this research is that local government have limited resources to implement the IRMA HMGP contractual requirements. For example, there are limited budgetary funds to train employees to work on the HMGP grant or to fully compensate them for their extra effort in meeting their end state goals.

Yet, the data collected from the various project managers demonstrated that management costs requested by the project managers were a lot less than what was

available to them for management. Some project managers advised that they only requested amounts that would be utilized or justifiable in the project expense-reimbursement worksheets.

Secondly, during the interview processes, managers advised that they were unsure what are reimbursable under management costs which surely indicate that these managers were not fully educated on management or did not worry too much about costs. One of the project managers revealed that the organization has enough resources to complete these tasks which was already allocated in their budget. Hence, management costs were not primarily focused on the HMGP project.

In addition, one approach to costs in business has been focusing on the essential goals versus the costs; for example, “companies should focus on goals that matter, not goals that count and while accounting system helps a company track receipts and payments. But focusing its goals on accounting results--revenue, cost, and profit--only diminishes a company's chances for survival” (Focus on people - not costs, 1992). As a result, these managers are paid mainly a salary and it would not be of utmost importance to worry about the management costs especially if their salary would not change.

Finally, in chapter 2, the literature showed that developing incentive plans or simply increase the management costs would attract the local government agencies (the agent) to act in the best interest of the state and federal government (the principal). But, in this research, the local government agencies that requested management costs did not show the need for additional financial incentive for managing the projects and in three cases management costs were not even requested by the project managers.

Perception of Financial Lacking

Some managers said that management costs allocation could not covered training and technical assistances, the percentage of management cost should be higher than 5%, they should be paid more for working on the grant, and managing the grant is the most expensive cost of the management costs. These views do provide a more concerning factor for the state and federal government since employees implementing these projects feel that they organizations are not rewarded enough to manage the implementation of the projects regardless of what was requested or available.

To begin, in the TT Selvarajan et. al (2006, p.245) study illustrated that.

“Employees do have a sense of psychological ownership in terms of met expectations when they are offered stock options. However, this sense of ownership weakened when the stock earnings were decreasing. It is possible that stock prices may be decreasing due to stock market meltdown, which may not be the fault of the company. However, for employees it comes as a disappointment when the stock value is not significantly higher - sometimes even lower - than the option price.”

Similarly, just like the TT Selvarajan et.al (2006) study, employees might lessen their interest in meeting the contractual requirements if the perception that the organization is not demanding the maximum number of resources from the state and federal government regardless of the needs of their organization.

Additionally, one of the project managers advised that their salary would not increase regardless of the management costs allocation since they are government employees. Failure to increase salary on project can lead to negative impact between employers and

employees, for example, Hsuan-Chu et. al (2019) clarified that companies that are facing financial distress have used their financial status as an excuse and does not raise the salary of employees. However, if these companies are not careful and fully compensate their employees, they can have negative consequences from employees such losing them.

Principal-Agent Discussion on Management Costs

The literature reviewed showed that the contractual requirements enforced by the federal and state government such as procurement, debarment, management, and auditing are challenging and are difficult to implement.

These reviews also exemplified that those employees responsible for the implementation can accidentally or willfully deviate from the requirements because they are not trained in the manner needed to implement these requirements; for example, as stated earlier, the local government agencies only trained their employees on their standard operating procedures and employees will act in the best interest of the local government versus the state and federal government whenever in doubt of their mission.

As stated earlier, changing standard operating procedures can be costly and difficult to implement within a reasonable timeline but more importantly, management costs do not pay by the federal government for organizations to change their standard operating procedures.

Also, the research result failed to demonstrate that there is a need for more than the 5% allocated of management costs since all the agencies requested less than the allowable amounts. In addition, although, some of the participants advised that the management costs allocation should be increased, they did not justify their views in this

research, and therefore it can be concluded that the 5% allocation alone would not force a principal-agent problem.

On the other hand, multiple participants provided these views: they don't fully understand the requirements, they were not trained prior to working on the grant, there is a risk of implementing something incorrectly, they are challenges during the implementation process, they are not paid enough to manage the grant, or the management costs allocation should be increased to paid salary or training.

As a result, these opinions should be troubling for all level of government since employee's perceptions can lead to negative outcomes for an organization and are prime factors in creating a principal-agent problem. One of those perspectives would be if employees feel that the organization is not working in their best interest and deviate from their task since Holtzhausen & Fourie (2009) stated that "the objective of achieving a healthy working environment had the highest correlation with a communal relationship". Employees need to feel that their relationship with their employers are mutual and they both working to achieve the same goals.

Limitation of the Study

There are multiple limitations to this study. Firstly, the research goal was to determine if the management costs allocation of 5% would lead to a principal-agent problem. However, the research did not review how management costs are been spent within the organization. Therefore, it was hard to determine if an increase of management costs will be resulting in a rise in training which will then reduce the potential of a principal-agent problem.

Secondly, at the begin of this study, I planned on conducting in-person interviews with different authorities within the same organization; for example, “data will be collected from county’s directors, project managers, grant administrator and grant coordinator from county’s employees within the state of Florida that managed HMGP projects within the last five years”. However, because of COVID-19, only the primary project managers were available to assist in the data collection. Although the information they provided has been helpful and significant to this study, the opinions collected portrait only one viewpoint from the organization.

Then, the research only focused on a principal-agent theory; however, another theory that could have helped develop this paper is the organization theory. The literature reviewed in earlier chapters indicated that the federal government provided funding for local government to help mitigate their disaster challenges; however, the research also discovered that local government agencies are hesitant in changing their standard operating procedures to meet the federal government requirements although they are given financial assistances. The used of organization theory would have help to understand why local government agencies are failing to change their operating procedures to meet these contractual requirements.

Recommendation for Further Research

During the interview process, it was determined that management costs allocations are not given upfront to the local government agencies. These funds are given through a reimbursement process and mainly at the end of the projects through the submissions of timesheets or paid invoices. It would be vital to know if management

costs are paid in advance of the grant award, how government spending will be differed and will allocation of funding for advance training be beyond the standard operating procedures that these agencies are currently providing.

The literature reviewed at the beginning of this study indicated that local government agencies have deviated from the principal goals resulting in principle-agent problems. As a result, this research targeted the opinions of project managers when fulfilling contractual requirements from the FEMA/FDEM for hurricane IRMA HMGP projects to determine the chance of principal-agent problems due the lack of training or expertise.

However, the actual output by these project managers might be different from their feelings on their skillsets. Information collected from applicants stated that local government agencies are currently training their employees and FEMA/FDEM is providing technical assistances. Therefore, their output might be better than past projects and it will be essential to understand the level of output for the IRMA HMGP projects from FEMA/FDEM perspective.

Finally, all the applicants interviewed in this study specified that their agencies are utilizing employees to implement the IRMA HMGP projects. But none of these applicants outsources these responsibilities to a specialized management company to assist in the process. As a result, it would be helpful to compare the skillsets of those from a specialized management company to the local government employees especially since other branches of the government have used private contractors to help with their processes; for example, “The Congressional Budget Office estimates that direct US

government spending on private security services in international locales was \$6 billion to \$10 billion over the 2003-2007 period with \$3 billion to \$4 billion spent in Iraq”.

(Schaub & Franke, 2010)

Implications

Significance to Practice

State and federal grants are accompanied by many contractual requirements and it's important for grantees not a violate these requirements. State and federal government will also provide funding to assist in managing these grants so that the local agencies eliminate the chances of these violations.

This study was conducted to gain the perspectives of local government employees on whether the amount of federal funding allocated by the federal government to manage these respectful grants is enough to prevent a violation of the requirements. For example, is there enough management costs for training employee to implement the project.

The result of this study would enhance practitioners' knowledge on local government employee's management concerns when implementing the hurricane IRMA HMGP grant. This knowledge should allow leaders to adjust the management parameters, if need, to have a better coordination with local government agencies.

Significance to Social Change

This research was conducted to assist local government employees outlined their perceived potential challenges when implementing an IRMA HMGP project. The study showed that not all employees think they were fully trained or have vital educational background to implement their projects. With this shortcoming, there were apparent

chances that employees can deviate from their principal's objectives which can result in a negative impact to their organization.

Furthermore, the perceived challenges can be mitigated according to Lavigna, (2009), "good onboarding can improve employee performance by up to 11.3 percent by clearly communicating performance expectations, providing feedback, involving co-workers and peers and providing training." As a result, a positive social change that emerged from this research identified the need for local government employee's development that will enhance their skills, morale, and motivation which would lead to successful implementation of the HMGP projects.

Conclusion

Protect lives from disasters should be the responsibility of all levels of government in the United State of America and when possible, the federal government should provide all the financial resources for these tasks to be met. This research concluded with the findings that local government agencies have all the necessary financial resources regarding management costs to implement their HMGP projects although their employee's think training and compensation for employees can be improved.

Finally, because the operating procedures and goals are so different between these government agencies, the principal-agent problems will always be possible. This can be mitigated by having one single set of operating procedures that employees can work to achieve while building employee's moral and rewards.

References

- Allen, M. (2017). *The sage encyclopedia of communication research methods* (Vols. 1-4). SAGE Publications, Inc doi: 10.4135/9781483381411
- Archibald, M. (2007). Resource dependency theory. In M. Bevir (Ed.), *Encyclopedia of governance* (Vol. 1, pp. 836-836). SAGE Publications, Inc. doi: 10.4135/9781412952613.n46
- Avila, R. (2016). Qualitative methods and research. In S. Danver (Ed.), *The SAGE encyclopedia of online education* (pp. 935-936). SAGE Publications, Inc. doi: 10.4135/9781483318332.n297
- Baek, C. Y. (2015). Building a successful e-procurement system in the United States: Lesson from the South Korean system. *Public Contract Law Journal*, 44(4), 755-776.
<https://ezp.waldenulibrary.org/login?qurl=https%3A%2F%2Fsearch.proquest.com%2Fdocview%2F1728266492%3Faccountid%3D14872>
- Beitin, B. (2012). Interview and sampling: How many and whom. In J. F. GubriumJ. A. Holstein & A. B. Marvasti (Eds.), *The SAGE handbook of interview research: The complexity of the craft* (pp. 243-254). SAGE Publications, Inc. doi: 10.4135/9781452218403.n17
- Berrios, R & McKinney, B. J. (2017) Contracting and accountability under leaner government. *Public Integrity*, 19(6), 559-575. DOI: 10.1080/10999922.2016.1239493
- Bianchi, W. (2015). Equality in exclusion: Empowering individuals in the suspension and

debarment system. *Public Contract Law Journal*, 45(1), 79-100.

<https://ezp.waldenulibrary.org/login?qurl=https%3A%2F%2Fsearch.proquest.com%2Fdocview%2F1789075745%3Faccountid%3D14872>

Boğan, E., & Bekir Bora Dedeoğlu. (2019). The effects of hotel employees' CSR perceptions on trust in organization: Moderating role of employees' self-experienced CSR perceptions. *Journal of Hospitality and Tourism Insights*, 2(4), 391-408. <http://dx.doi.org.ezp.waldenulibrary.org/10.1108/JHTI-12-2018-0089>

Bromberg, D., & Manoharan, A. (2015). E-procurement implementation in the United States: Understanding progress in local government. *Public Administration Quarterly*, 39(3), 360-392.

<https://ezp.waldenulibrary.org/login?qurl=https%3A%2F%2Fsearch.proquest.com%2Fdocview%2F1749752103%3Faccountid%3D14872>

Buick, F., Blackman, D. A., O'Donnell, M. E., O'Flynn, J. L., & West, D. (2015). Can enhanced performance management support public sector change? *Journal of Organizational Change Management*, 28(2), 271-

289.:<http://dx.doi.org.ezp.waldenulibrary.org/10.1108/JOCM-12-2013-0249>

Cagle, C. S., Flesher, D. L., Pridgen, A. B., & Bunker, R. B. (2017). Compilation report timeliness in local governments: An investigation of entities exceeding state deadlines. *Journal of Accounting and Finance*, 17(6), 43-58.

<https://ezp.waldenulibrary.org/login?qurl=https%3A%2F%2Fsearch.proquest.com%2Fdocview%2F1967313858%3Faccountid%3D14872>

Center for Disease Control and Prevention (2021). *Coronavirus Disease 2019 (COVID-*

19). <https://www.cdc.gov/coronavirus/2019-ncov/cdcresponse/about-COVID-19.html>

Cervone, H. F. (2015). Systematic vs intuitive decision making and the pareto principle: Effective decision-making for project teams. *OCLC Systems & Services*, 31(3), 108-111. <http://dx.doi.org.ezp.waldenulibrary.org/10.1108/OCLC-05-2015-0005>

Chauhan, R. S. (2019). Unstructured interviews: are they really all that bad? *Human Resource Development International*, 1-14.
https://scholar.google.com/scholar?start=20&q=unstructured+interviews+&hl=en&as_sd=0,10&as_ylo=2016

Clayworth, J. (2013, Jun 16). \$1.1 billion of Iowa's '08 flood recovery money remains unspent. *Des Moines Register*.
<https://ezp.waldenulibrary.org/login?qurl=https%3A%2F%2Fsearch.proquest.com%2Fdocview%2F1442450225%3Faccountid%3D14872>

CNN Library (2019) *Hurricane Katrina statistics fast facts*
<https://www.cnn.com/2013/08/23/us/hurricane-katrina-statistics-fast-facts/index.html>

Collins, K. B., Andrew, A. S., & Khunwishit, S. (2016) Complex grant-contracting and social equity: Barriers to municipal access in federal block grant programs. *Public Performance & Management Review*, 39(2), 406-429, DOI: 10.1080/15309576.2015.1108797

Craswell, R. (2009). When is a willful breach “willful”? The link between definitions and damages. *Michigan Law Review*, 107(8), 1501-1515.

<https://ezp.waldenulibrary.org/login?qurl=https%3A%2F%2Fsearch.proquest.com%2Fdocview%2F201129467%3Faccountid%3D14872>

Cypress, B. S. (2017). Rigor or reliability and validity in qualitative research: Perspectives, strategies, reconceptualization, and recommendations. *Dimensions of Critical Care Nursing*, 36(4), 253-263.

Daley, T. E., I., II. (2017). Calculating intangibles: assessing the argument for actual damages equal to the contract's total value. *Public Contract Law Journal*, 46(2), 385-407.

<https://ezp.waldenulibrary.org/login?qurl=https%3A%2F%2Fsearch.proquest.com%2Fdocview%2F1890511919%3Faccountid%3D14872>

Daniels, R. S. (2007). Revitalizing emergency management after Katrina. *Public Manager*, 36(3), 16-20.

<https://ezp.waldenulibrary.org/login?qurl=https%3A%2F%2Fsearch.proquest.com%2Fdocview%2F236314997%3Faccountid%3D14872>

Daniliuc, A. (2011). The managerial decisions in the system of consumer's cooperation and the rational decision-making process under conditions of economic and financial crisis. *Cogito*, 3(3), 1-5.

<https://ezp.waldenulibrary.org/login?qurl=https%3A%2F%2Fsearch.proquest.com%2Fdocview%2F1115477116%3Faccountid%3D14872>

Dash, J. P., Panda, M., & Kumar, D. (2018). Getting the best out of public sector CEO: Ensuring performance and exit, the right way. *IUP Journal of Business Strategy*, 15(4), 7-27.

<https://ezp.waldenulibrary.org/login?qurl=https%3A%2F%2Fwww.proquest.com%2Fscholarly-journals%2Fgetting-best-out-public-sector-ceo-ensuring%2Fdocview%2F2176620768%2Fse-2%3Faccountid%3D14872>

DENZIN, N. (2007). Qualitative methodology. In C. D. Bryant & D. L. Peck (Eds.), *21st century sociology* (Vol. 2, pp. I-98-I-107). SAGE Publications, Inc. doi: 10.4135/9781412939645.n9

Deur, D. & Butler, L. V. (2016) Incorporating archaeology into local government historic preservation and planning: A review of current practice. *Journal of the American Planning Association*, 82(2), 189-203, DOI: 10.1080/01944363.2015.1137222

Dimitrijevska-Markoski, T. (2019). The impact of performance measurement and performance information use on municipal and county performance. *Public Administration Quarterly*, 43(1), 52-78.

<https://ezp.waldenulibrary.org/login?qurl=https%3A%2F%2Fsearch.proquest.com%2Fdocview%2F2199062351%3Faccountid%3D14872>

DuBois, M., Hanlon, J., Koch, J., Nyatuga, B., & Kerr, N. (2015). Leadership styles of effective project managers: Techniques and traits to lead high performance teams. *Journal of Economic Development, Management, I T, Finance, and Marketing*, 7(1), 30-46.

<https://ezp.waldenulibrary.org/login?qurl=https%3A%2F%2Fsearch.proquest.com%2Fdocview%2F1681254193%3Faccountid%3D14872>

Federal Emergency Management Agency. (2017). Florida; major diaster and related determinations. *Federal Register: The Daily Journal of the United States*

Government. <https://www.federalregister.gov/documents/2017/09/21/2017-20134/florida-major-disaster-and-related-determinations>

Federal Emergency Management Agency. (2021a). *Benefit-cost analysis*.

<https://www.fema.gov/grants/guidance-tools/benefit-cost-analysis> Federal

Emergency Management Agency. (2021b). *Cost share requirement: Hazard*

mitigation grant program. <https://www.fema.gov/hazard-mitigation-grant-program>

FEMA and MEMA urge disaster survivors to spend their disaster assistance grants

wisely. (2019, Oct 19). *News Bites - Private Companies*. Retrieved from

<https://ezp.waldenulibrary.org/login?qurl=https%3A%2F%2Fsearch.proquest.com%2Fdocview%2F2345494739%3Faccountid%3D14872>

Florida Division of Emergency Management. (n.d.-a). *Loss mitigation strategy*.

<https://www.floridadisaster.org/dem/mitigation/local-mitigation-strategy/>

Florida Division of Emergency Management. (n.d.-b). *Recovery*.

<https://floridadisaster.org/dem/recovery/>

Focus on people - not costs. (1992). *Management Accounting*, 74(3), 28.

<https://ezp.waldenulibrary.org/login?qurl=https%3A%2F%2Fwww.proquest.com%2Fscholarly-journals%2Ffocus-on-people-not-costs%2Fdocview%2F229805213%2Fse-2%3Faccountid%3D14872>

Fortune, J. H. (2018). *Narrative analysis of the 3-year recovery of superstorm sandy*

survivors (Order No. 10928334). Available from Dissertations & Theses @

Walden University. (2092214551). Retrieved from

<https://ezp.waldenulibrary.org/login?qurl=https%3A%2F%2Fwww.proquest.com%2Fdocview%2F2092214551%3Faccountid%3D14872>

Foster, K. (2007). Organization theory. In M. Bevir (Ed.), *Encyclopedia of governance* (Vol. 1, pp. 650-652). Thousand Oaks, CA: SAGE Publications, Inc. doi: 10.4135/9781412952613.n377

Fowler, L. (2019) Best practices for implementing federal environmental policies: A principal-agent perspective, *Journal of Environmental Planning and Management*, DOI: 10.1080/09640568.2019.1670627

Frosch, D., & Elliott, R. (2019, Apr 06). Texas relief money caught in trump administration dispute with Puerto Rico; state officials demand more than \$4 billion of delayed hurricane-mitigation funds as storm season approaches. *Wall Street Journal (Online)* Retrieved from <https://ezp.waldenulibrary.org/login?qurl=https%3A%2F%2Fsearch.proquest.com%2Fdocview%2F2203682347%3Faccountid%3D14872>

Galpin, T. J. (2018). Realizing your strategy's potential: A seven-step model for its effective execution. *Strategy & Leadership*, 46(6), 35-43.

[doi:<http://dx.doi.org.ezp.waldenulibrary.org/10.1108/SL-09-2018-0088>]

García-Ocasio, S. (2015). How tolerant is zero tolerance? The loopholes in anti-trafficking federal contract regulations. *Public Contract Law Journal*, 44(3), 551-572. Retrieved from

<https://ezp.waldenulibrary.org/login?qurl=https%3A%2F%2Fsearch.proquest.com%2Fdocview%2F1727757052%3Faccountid%3D14872>

Garlick, C. (2019). Putting federal suspension & debarment officials in the drive seats: Empowering S&D programs to efficiently save taxpayer dollars. *Public Contract Law Journal*, 48(2), 315-336. Retrieved from

<https://ezp.waldenulibrary.org/login?qurl=https%3A%2F%2Fsearch.proquest.com%2Fdocview%2F2230609654%3Faccountid%3D14872>

Geier, J. A., Gage, K. W., Daub, T., & Herald, R. (2017). An equal opportunity paradox for federal contractors. *ABA Journal of Labor & Employment Law*, 32(2), 189-210. Retrieved from

<https://ezp.waldenulibrary.org/login?qurl=https%3A%2F%2Fsearch.proquest.com%2Fdocview%2F1919095782%3Faccountid%3D14872>

Ghafouri, R., & Ofoghi, S. (2016). Trustworth and rigor in qualitative research.

International Journal of Advanced Biotechnology and Research, 7(4), 1914-1922.

Given, L. M. (2008). *The SAGE encyclopedia of qualitative research methods* (Vols. 1-0). Thousand Oaks, CA: SAGE Publications, Inc. doi: 10.4135/978141296390

Gong, D., Tang, M., Liu, S., & Li, Q. (2017). Reconsidering production coordination: principal-agent theory-based analysis. *Advances in Production Engineering & Management*, 12(1), 51-61.

doi:<http://dx.doi.org.ezp.waldenulibrary.org/10.14743/apem2017.1.239>

Greten, E. J., & Abbott, E. B. (2016). Representing states, tribes, and local governments before, during, and after a presidentially-declared disaster. *The Urban Lawyer*, 48(3), 489-561. Retrieved

from <https://ezp.waldenulibrary.org/login?qurl=https%3A%2F%2Fsearch.proquest>

.com%2Fdocview%2F1869921508%3Faccountid%3D14872

- Groop, C. (2017) Controlling the unruly agents – linkages between accountability and corruption within the executive structures of Botswana, *Journal of Contemporary African Studies*, 35:1, 34-53, DOI: 10.1080/02589001.2016.1248549
- Gunderson, Scott, C.S.P., C.H.M.M. (2019). Five days at Memorial: Life & death in a storm-ravaged hospital. *Professional Safety*, 64(8), 22-23. Retrieved from <https://ezp.waldenulibrary.org/login?qurl=https%3A%2F%2Fsearch.proquest.com%2Fdocview%2F2269009804%3Faccountid%3D14872>
- György, A. (2012). Public Sector Principal-Agent Theory in a Global World. *Politeja*, (20), 101-107. Retrieved from <https://ezp.waldenulibrary.org/login?qurl=https%3A%2F%2Fsearch.proquest.com%2Fdocview%2F1437525863%3Faccountid%3D14872>
- Hall, J. L. (2017). Performance Management: confronting the challenges for local government. *Public Administration Quarterly*, 41(1), 43-66. Retrieved from <https://ezp.waldenulibrary.org/login?qurl=https%3A%2F%2Fsearch.proquest.com%2Fdocview%2F1871486263%3Faccountid%3D14872>
- Hamrick, C. S., & Abbott, R. V. (2017). The “fair pay and safe workplaces” regulations and guidance constitutes an unreasonable use of federal authority. . *Public Contract Law Journal*, 46(2), 217-257. Retrieved from <https://ezp.waldenulibrary.org/login?qurl=https%3A%2F%2Fsearch.proquest.com%2Fdocview%2F1890511914%3Faccountid%3D14872>
- Hanks, G. F., Freid, M. A., & Huber, J. (1994). Shifting gears at borg-warner automotive.

Management Accounting, 75(8), 25. Retrieved from

<https://ezp.waldenulibrary.org/login?url=https%3A%2F%2Fwww.proquest.com%2Fscholarly-journals%2Fshifting-gears-at-borg-warner-automotive%2Fdocview%2F229785962%2Fse-2%3Faccountid%3D14872>

Harrington, H. J. (1995). The new model for improvement: Total improvement management. *Management Decision*, 33(3), 17.

doi:<http://dx.doi.org.ezp.waldenulibrary.org/10.1108/00251749510085030>

Harutyunyan, S. (2016). Risk and expectation in exclusion from public procurement: understanding market access and harmonization between the European union and the United States . *Public Contract Law Journal*, 45(3), 449-477. Retrieved from

<https://ezp.waldenulibrary.org/login?url=https%3A%2F%2Fsearch.proquest.com%2Fdocview%2F1790416988%3Faccountid%3D14872>

Hazard Mitigation Grant Program Notice of Funding Availability, (2018), (3)

https://www.floridadisaster.org/contentassets/6db37aca84d741b1ae0cb988fbae2446/nofa_4337_with_attachments.pdf

Hoekstra, S., & Montz, B. (2017). Decisions under duress: Factors influencing emergency management decision making during superstorm sandy. *Natural Hazards*, 88(1), 453-471.

doi:<http://dx.doi.org.ezp.waldenulibrary.org/10.1007/s11069-017-2874-7>

Holtzhausen, L., & Fourie, L. (2009). Employees' perceptions of company values and objectives and employer-employee relationships: A theoretical model. *Corporate Communications*, 14(3), 333-344.

doi:<http://dx.doi.org.ezp.waldenulibrary.org/10.1108/13563280910980104>

Hoxha, L., & McMahan, C. (2018). DOES A PROJECT MANAGER'S WORK EXPERIENCE HELP PROJECT SUCCESS? *International Journal of Construction Project Management*, 10(2), 155-172. Retrieved from <https://ezp.waldenulibrary.org/login?qurl=https%3A%2F%2Fsearch.proquest.com%2Fdocview%2F2275028368%3Faccountid%3D14872>

Hsuan-Chu, L., Shao-Huai Liang, Chiu, S., & Chieh-Yuan Chen. (2019). Leverage and employee compensation – the perspective of human capital. *International Journal of Managerial Finance*, 15(1), 62-78.

doi:<http://dx.doi.org.ezp.waldenulibrary.org/10.1108/IJMF-11-2017-0247>

Hult, K. (2003). Environmental perspectives on public institutions. In B. G. Peters & J. Pierre *Handbook of public administration* (pp. 149-160). London: SAGE Publications Ltd doi: 10.4135/9781848608214.n13 9

Ishak, N. M., & Abu Bakar, A. Y. (2014). Developing Sampling Frame for Case Study: Challenges and Conditions. *World Journal of Education*, 4(3), 29–35.

Jones, B., Boushey, G. & Workman, S. (2006). Behavioral rationality and the policy processes: toward a new model of organizational information processing. In B. G. Peters & J. Pierre *Handbook of public policy* (pp. 49-74). London: SAGE Publications Ltd doi: 10.4135/9781848608054.n4

Jones, D. (2016). The future of performance management beyond appraisals. *Strategic HR Review*, 15(2), 100-102.

doi:<http://dx.doi.org.ezp.waldenulibrary.org/10.1108/SHR-02-2016-0008>

- Josselson, R. (2010). Narrative research. In N. J. Salkind (Ed.), *Encyclopedia of research design* (pp. 935-874). Thousand Oaks, CA: SAGE Publications, Inc. doi: 10.4135/9781412961288.n259
- Kapucu, N. (2007). Principal-agent model. In M. Bevir (Ed.), *Encyclopedia of governance* (Vol. 1, pp. 746-746). Thousand Oaks, CA: SAGE Publications, Inc. doi: 10.4135/9781412952613.n421
- Kara, O., Duyar, I., Christy, W. & McNeal, L. (2006). Principal-agent theory. In F. W. English (Ed.), *Encyclopedia of educational leadership and administration* (Vol. 1, pp. 797-797). Thousand Oaks, CA: SAGE Publications, Inc. doi: 10.4135/9781412939584.n455
- Keeble, C., Law, G. R., Barber, S., & Baxter, P. D. (2015). Choosing a method to reduce selection bias: A tool for researchers. *Open Journal of Epidemiology*, 5(3), 155-162.
- Kelly E., M., Caitlin J., D., Jennifer, R., Amelia M., U., & Shea, S. (2015). Beyond Ethical Obligation to Research Dissemination: Conceptualizing Debriefing as a Form of Knowledge Transfer. *Canadian Psychology*, 56(1), 80-87.
<https://doiorg.ezp.waldenulibrary.org/10.1037/a0035473>
- Kiefer, M., Jones, E. A. E., & Adams, A. T. (2017). Shareholders and managers as principal-agent hierarchies and cooperative teams. *Qualitative Research in Financial Markets*, 9(1), 48-71.
doi:http://dx.doi.org.ezp.waldenulibrary.org/10.1108/QRFM-04-2016-0014
- Kim, W. Y., Roberts, R. & Brown, T. (2016) Impact of Product Characteristics and

Market Conditions on Contract Type: Use of Fixed-Price Versus Cost-Reimbursement Contracts in the U.S. Department of Defense, *Public Performance & Management Review*, 39:4, 783-813, DOI: 10.1080/15309576.2015.1137765

Kinney, S. (2011, Nov 19). Key West has to repay FEMA \$6.4 million. *McClatchy – Tribune Business News* Retrieved from

<https://ezp.waldenulibrary.org/login?qurl=https%3A%2F%2Fsearch.proquest.com%2Fdocview%2F904957612%3Faccountid%3D14872>

Kirschner, C. (2006). From yellow to orange: Using cost-benefit analysis to inform local homeland security decision-making. *Policy Perspectives*, 39-59.

L. Haven, T., & Van Grootel, D. L. (2019). Preregistering qualitative research. *Accountability in Research*, 26(3), 229-244.

Laing, G. (2013). Testing the rational decision-making model through an outsourcing task. *Journal of Applied Management Accounting Research*, 11(2), 63-78.

Retrieved from

<https://ezp.waldenulibrary.org/login?qurl=https%3A%2F%2Fsearch.proquest.com%2Fdocview%2F1470778244%3Faccountid%3D14872>

Lais, K., & Penker, M. (2012). Local government budgets stressed by population decline? - an analysis of residual costs for the local communities of Styria in Austria. *Lex Localis*, 10(2), 111-128.

doi:<http://dx.doi.org.ezp.waldenulibrary.org/10.4335/10.2.111-128>

Lane, J. E. (2002). *New public management: an introduction*. Routledge.

Lavigna, B. (2009). *Getting onboard: Integrating and engaging new employees*.

Government Finance Review, 25(3), 65-70. Retrieved from
<https://ezp.waldenulibrary.org/login?url=https%3A%2F%2Fwww.proquest.com%2Ftrade-journals%2Fgetting-onboard-integrating-engaging-new%2Fdocview%2F229706226%2Fse-2%3Faccountid%3D14872>

Laufer, A., Hoffman, E. J., Russell, J. S., & Cameron, W. S. (2015). What successful project managers do. *MIT Sloan Management Review*, 56(3), 43-51. Retrieved from

<https://ezp.waldenulibrary.org/login?url=https%3A%2F%2Fsearch.proquest.com%2Fdocview%2F1670981991%3Faccountid%3D14872>

Liang, X., Shen, G. Q., & Guo, L. (2019). Optimizing incentive policy of energy-efficiency retrofit in public buildings: A principal-agent model. *Sustainability*, 11(12) doi:<http://dx.doi.org.ezp.waldenulibrary.org/10.3390/su11123442>

León, L. A., EIT. (2018). Rebuilding Puerto Rico: The aftermath of hurricanes Irma and María. *Institute of Transportation Engineers. ITE Journal*, 88(7), 22-27. Retrieved from

<https://ezp.waldenulibrary.org/login?url=https%3A%2F%2Fsearch.proquest.com%2Fdocview%2F2077797217%3Faccountid%3D14872>

Levačić, R (2009) Teacher Incentives and Performance: An Application of Principal-Agent Theory, *Oxford Development Studies*, 37:1, 33-46, DOI: 10.1080/13600810802660844

Local Mitigation Strategy

<https://www.leegov.com/publicsafety/emergencymanagement/plan/mitigation>

- Longo, M. C., & Giaccone, S. C. (2017). Struggling with agency problems in open innovation ecosystem: Corporate policies in innovation hub. *TQM Journal*, 29(6), 881-898. Retrieved from <https://ezp.waldenulibrary.org/login?qurl=https%3A%2F%2Fsearch.proquest.com%2Fdocview%2F1950448989%3Faccountid%3D14872>
- Lozano, J. A. (2018, Mar 25). 7 months after Harvey, big projects' fate unclear. *Telegraph Herald* Retrieved from <https://ezp.waldenulibrary.org/login?qurl=https%3A%2F%2Fsearch.proquest.com%2Fdocview%2F2018414418%3Faccountid%3D14872>
- Luborsky, M. R., & Rubinstein, R. L. (1995). Sampling in Qualitative Research: Rationale, Issues, and Methods. *Research on aging*, 17(1), 89–113. <https://doi.org/10.1177/0164027595171005>
- Lunenburg, F. (2006). Heuristics. In F. W. English (Ed.), *Encyclopedia of educational leadership and administration* (Vol. 1, pp. 456-457). Thousand Oaks, CA: SAGE Publications, Inc. doi: 10.4135/9781412939584.n268
- Mack, J. C. (2019). *Policy implications of intentional contamination of the retail food chain* (Order No. 13896093). Available from Dissertations & Theses @ Walden University; ProQuest Dissertations & Theses Global. (2240065298). Retrieved from <https://ezp.waldenulibrary.org/login?qurl=https%3A%2F%2Fwww.proquest.com%2Fdocview%2F2240065298%3Faccountid%3D14872>
- Madison, D. S. & Hamera, J. (2006). Introduction: performance and ethnography,

performing ethnography, performance ethnography. In *The SAGE handbook of performance studies* (pp. 339-346). Thousand Oaks, CA: SAGE Publications, Inc.

Management Cost Eligibility-FEMA Hazard Mitigation Grant Program Frequently Asked Questions <https://www.fema.gov/hmgp-faqs>

Manuel, K. M. (2016). Legal protections for subcontractors on federal prime contracts *. *Current Politics and Economics of the United States, Canada and Mexico*, 18(3), 459-475. Retrieved from

<https://ezp.waldenulibrary.org/login?qurl=https%3A%2F%2Fsearch.proquest.com%2Fdocview%2F1930774761%3Faccountid%3D14872>

May Luu Yeong, Ismail, R., Ismail, N. H., & Hamzah, M. I. (2018). Interview Protocol Refinement: Fine-Tuning Qualitative Research Interview Questions for Multi-Racial Populations in Malaysia. *Qualitative Report*, 23(11), 2700–2713

McCarthy, F. X. (2011); Federal Stafford Act Disaster Assistance; Presidential Declarations, Eligible Activities and Funding. CRS Report for Congress <https://fas.org/sgp/crs/homesecc/RL33053.pdf>

McCormick, S. (2016). New tools for emergency managers: An assessment of obstacles to use and implementation. *Disasters*, 40(2), 207.
doi:<http://dx.doi.org.ezp.waldenulibrary.org/10.1111/disa.12141>

McDonnell, S., Ghorbani, P., Desai, S., Wolf, C. & Burgy, M.D. (2018) Potential Challenges to Targeting Low- and Moderate-Income Communities in a Time of Urgent Need: The Case of CDBG-DR in New York State after Superstorm Sandy, *Housing Policy Debate*, 28:3, 466-487, DOI: 10.1080/10511482.2017.1385504

- McGlashan, A. (2018). *Small and medium-sized enterprises obtaining public procurement contract awards* (Order No. 10842051). Available from Dissertations & Theses @ Walden University. (2087766740). Retrieved from <https://ezp.waldenulibrary.org/login?qurl=https%3A%2F%2Fsearch.proquest.com%2Fdocview%2F2087766740%3Faccountid%3D14872>
- McKay, J., MBA,C.G.M.S., C.I.C.A., & Nuehring, B.,C.P.A., C.G.M.A. (2019). AGA grant survey shows need for more training. *The Journal of Government Financial Management*, 68(2), 59-61. Retrieved from <https://ezp.waldenulibrary.org/login?qurl=https%3A%2F%2Fsearch.proquest.com%2Fdocview%2F2290797135%3Faccountid%3D14872>
- McNiff, K. (2015). The use of federal grant-making power to expand state procurement coverage under the transatlantic trade and investment partnership. *Public Contract Law Journal*, 44(2), 327-347. Retrieved from <https://ezp.waldenulibrary.org/login?qurl=https%3A%2F%2Fsearch.proquest.com%2Fdocview%2F1667196164%3Faccountid%3D14872>
- Meunier, R. F., & Nelson, T. B. A. (2017). Is it time for a single federal suspension and debarment rule? *Public Contract Law Journal*, 46(3), 553-587. Retrieved from <https://ezp.waldenulibrary.org/login?qurl=https%3A%2F%2Fsearch.proquest.com%2Fdocview%2F1918883884%3Faccountid%3D14872>
- Michaels, S. G. (2015). *Employee conduct when administering government contracts in the defense logistics agency* (Order No. 3718048). Available from Dissertations & Theses @ Walden University. (1708642447). Retrieved from

<https://ezp.waldenulibrary.org/login?url=https%3A%2F%2Fsearch.proquest.com%2Fdocview%2F1708642447%3Faccountid%3D14872>

Miller, W., D.C.G.F.M., C.I.A. (2016). Government performance audits assist program managers. *The Journal of Government Financial Management*, 65(2), 58-59.

Retrieved from

<https://ezp.waldenulibrary.org/login?url=https%3A%2F%2Fsearch.proquest.com%2Fdocview%2F1813624354%3Faccountid%3D14872>

Millman, C. M. (2019). Avoiding litigation when auditing government contractors:

Certified public accountant. *The CPA Journal*, 89(4), 68-69. Retrieved from

<https://ezp.waldenulibrary.org/login?url=https%3A%2F%2Fsearch.proquest.com%2Fdocview%2F2218168498%3Faccountid%3D14872>

Mills, A. J., Durepos, G., & Wiebe, E. (2010). *Encyclopedia of case study research*

(Vols. 1-0). Thousand Oaks, CA: SAGE Publications, Inc. doi:

10.4135/9781412957397

Misenti, N. C. (2018). Should an agent be liable for ordinary negligence when liability is transferred to the principal? *Southern Journal of Business and Ethics*, 10, 131-

153. Retrieved from

<https://ezp.waldenulibrary.org/login?url=https%3A%2F%2Fsearch.proquest.com%2Fdocview%2F2228580812%3Faccountid%3D14872>

Mnculwane, V. & Wissink, F. H (2015) Shaping an Expanded Principal-Agent Model for Designing and Deploying Incentives as an Instrument for Improving Performance in Public Policy Management, *Journal of Economics*, 6:1, 18-29, DOI:

10.1080/09765239.2015.11885013

- Morrison, D. (2018). Federal contractors and environmental compliance. *Natural Resources & Environment*, 33(1), 58-59. Retrieved from <https://ezp.waldenulibrary.org/login?qurl=https%3A%2F%2Fsearch.proquest.com%2Fdocview%2F2110418201%3Faccountid%3D14872>
- Mrak, M. K., Vretenar, N., & Antonic, J. J. (2016). Procurement at local government level - issues and controversies. *Mednarodna Revija Za Javno Upravo = International Public Administration Review*, 14(4), 49-69.
doi:<http://dx.doi.org.ezp.waldenulibrary.org/10.17573/ipar.2016.4.03>
- Munir, M. O., Furqan, R., Shahzad, S., & Basit, A. (2017). EXAMINING THE ROLE OF LEADERSHIP OF PORTFOLIO MANAGERS IN PROJECT PERFORMANCE. *Journal of Strategy and Performance Management*, 5(2), 65-82. Retrieved from <https://ezp.waldenulibrary.org/login?qurl=https%3A%2F%2Fsearch.proquest.com%2Fdocview%2F1908298632%3Faccountid%3D14872>
- Nasri, M. (2016) Characterizing optimal wages in principal-agent problems without using the first-order approach, *Optimization*, 65:2, 467-478, DOI: 10.1080/02331934.2015.1059837
- Nathan, S., Newman, C., & Lancaster, K. (2019). Qualitative interviewing. https://scholar.google.com/scholar?start=20&q=unstructured+interviews+&hl=en&as_sdt=0,10&as_ylo=2016
- National Oceanic and Atmospheric Administration (2020) Office For Coastal

Management, <https://www.coast.noaa.gov/states/fast-facts/hurricane-costs.html>

National Preparedness Goal (2020)

<https://www.fema.gov/emergency-managers/national-preparedness/goal>

Ndevu, Z. J., & Muller, K. (2018). Operationalising performance management in local government: The use of the balanced scorecard. *SA Journal of Human Resource Management, 16*

doi:<http://dx.doi.org.ezp.waldenulibrary.org/10.4102/sajhrm.v16i0.977>

Nirappil, F. (2019). D.C. lost eligibility for federal lead grant after failing to spend \$3 million: Housing officials say the grant was too restrictive and plan to use local dollars. *Washington Post (Online)*, Washington, D.C.: WP Company LLC d/b/a The Washington Post. Mar 1, 2019.

Nitta, K. (2007). Decision making. In M. Bevir (Ed.), *Encyclopedia of governance* (Vol. 1, pp. 200-203). Thousand Oaks, CA: SAGE Publications, Inc. doi: 10.4135/9781412952613.n124

Nkukwana, S., & Terblanche, N. H. D. (2017). Between a rock and a hard place:

Management and implementation teams' expectations of project managers in an agile information systems delivery environment. *South African Journal of Information Management, 19*(1) Retrieved from

<https://ezp.waldenulibrary.org/login?qurl=https%3A%2F%2Fsearch.proquest.com%2Fdocview%2F1928612705%3Faccountid%3D14872>

NVivo: Statistical & Qualitative Data Analysis Software

<https://libguides.library.kent.edu/statconsulting/NVivo>

Nziku, D. M., & Struthers, J. J. (2018). Female entrepreneurship in Africa: Strength of weak ties in mitigating principal-agent problems. *Journal of Small Business and Enterprise Development*, 25(3), 349-367. doi:

<http://dx.doi.org.ezp.waldenulibrary.org/10.1108/JSBED-03-2017-0115>

Obot, N. E. (2020). Highly-skilled black african immigrant Women's narratives on healthcare workplace experiences and socioeconomic integration (Order No. 27954996). Available from Dissertations & Theses @ Walden University; ProQuest Dissertations & Theses Global. (2395769519). Retrieved from <https://ezp.waldenulibrary.org/login?qurl=https%3A%2F%2Fwww.proquest.com%2Fdocview%2F2395769519%3Faccountid%3D14872>

Olivier, A. J., & Schwella, E. (2018). Closing the strategy execution gap in the public sector. *International Journal of Public Leadership*, 14(1), 6-32. doi:

<http://dx.doi.org.ezp.waldenulibrary.org/10.1108/IJPL-04-2016-0010>

Panda, B., & Leepsa, N. M. (2017). Agency theory: Review of theory and evidence on problems and perspectives. *Indian Journal of Corporate Governance*, 10(1), 74-

95. doi: <http://dx.doi.org.ezp.waldenulibrary.org/10.1177/0974686217701467>

Parker, L. D. (2017). Participant observation at the coalface. In *The Routledge Companion to Qualitative Accounting Research Methods* (pp. 363-377). Routledge.

Perry, R. M. (2016). Tort suits against federal contractors: selected legal issues *. *Current Politics and Economics of the United States, Canada and Mexico*, 18(3), 427-457.

Retrieved from

<https://ezp.waldenulibrary.org/login?url=https%3A%2F%2Fsearch.proquest.com%2Fdocview%2F1930779249%3Faccountid%3D14872>

Phaup, M., & Kirschner, C. (2010). Budgeting for disasters: Focusing on the good times.

OECD Journal on Budgeting, 10(1), 21-44. Retrieved from

<https://ezp.waldenulibrary.org/login?url=https%3A%2F%2Fsearch.proquest.com%2Fdocview%2F815245684%3Faccountid%3D14872>

Policy, Data, Oversight Coronavirus Disease 2019 (COVID-19)

<https://www.opm.gov/policy-data-oversight/covid-19/options-for-telework-eligible-employees-with-caregiving-responsibilities/>

Power, D. J., Cyphert, D., & Roth, R. M. (2019). Analytics, bias, and evidence: the quest for rational decision making. *Journal of Decision Systems*, 28(2), 120–137.

<https://doi-org.ezp.waldenulibrary.org/10.1080/12460125.2019.1623534>

Pretorius, S., Steyn, H., & Bond-Barnard, T. (2018). LEADERSHIP STYLES IN PROJECTS: CURRENT TRENDS AND FUTURE OPPORTUNITIES. *South African Journal of Industrial Engineering*, 29(3), 161-172.

doi:<http://dx.doi.org.ezp.waldenulibrary.org/10.7166/29-3-2057>

Rakes, T. R., Deane, J. K., Rees, L. P., Goldberg, D. M., & Chacko, J. (2018). A fuzzy decision support system for pre-disaster budgeting. *International Journal of Information Systems and Management*, 1(4), 312.

doi:<http://dx.doi.org.ezp.waldenulibrary.org/10.1504/IJISAM.2018.094754>

Rao, S., MS,M.B.A., P.M.P., & Shea, R., J.D. (2017). Integrated performance

management. *The Journal of Government Financial Management*, 66(2), 54-55.

Retrieved from

<https://ezp.waldenulibrary.org/login?qurl=https%3A%2F%2Fsearch.proquest.com%2Fdocview%2F1913308611%3Faccountid%3D14872>

Rendon, J. M., & Rendon, R. G. (2016). Procurement fraud in the US department of defense: Implications for contracting processes and internal controls. *Managerial Auditing Journal*, 31(6), 748767.

doi:<http://dx.doi.org.ezp.waldenulibrary.org/10.1108/MAJ-11-2015-1267>

Rivenbark, W. C., Fasiello, R., & Adamo, S. (2016). Moving beyond innovation diffusion in smaller local governments: does performance management exist?

Public Administration Quarterly, 40(4), 763-788. Retrieved from

<https://ezp.waldenulibrary.org/login?qurl=https%3A%2F%2Fsearch.proquest.com%2Fdocview%2F1858234980%3Faccountid%3D14872>

Robbins, D. B., & Baker, L. (2015). THE (UNACCEPTABLE) COST OF GROWING DELAYS IN THE SUSPENSION AND DEBARMENT SYSTEM. *Public*

Contract Law Journal, 45(1), 35-46. Retrieved from

<https://ezp.waldenulibrary.org/login?qurl=https%3A%2F%2Fsearch.proquest.com%2Fdocview%2F1789076100%3Faccountid%3D14872>

Romney, Lee, Braun, Toomey Introduce Legislation to Require Congress to Budget for Natural Disasters (2019) <https://www.romney.senate.gov/romney-lee-braun-toomey-introduce-legislation-require-congress-budget-natural-disasters>

Sapuan, N. M., Sanusi, N. A., Ismail, A. G., & Wibowo, A. (2016). Social learning and

principal-agent problems in profit sharing contract. *Humanomics*, 32(4), 498-515.

doi:<http://dx.doi.org.ezp.waldenulibrary.org/10.1108/H-08-2016-0064>

Sargeant, J. (2012). Qualitative research part II: Participants, analysis, and quality assurance.

Scevik, V., & Vitkova, E. (2017). *Optimization Of Overhead Costs Of A Construction Contract*. Varazdin: Varazdin Development and Entrepreneurship Agency (VADEA). Retrieved from

<https://ezp.waldenulibrary.org/login?qurl=https%3A%2F%2Fsearch.proquest.com%2Fdocview%2F2070392077%3Faccountid%3D14872>

Schaub, G., J.R., & Franke, V. (2010). Contractors as military

professionals? *Parameters*, 39(4), 88-104. Retrieved from

<https://ezp.waldenulibrary.org/login?qurl=https%3A%2F%2Fwww.proquest.com%2Fscholarly-journals%2Fcontractors-as-military-professionals%2Fdocview%2F198032651%2Fse-2%3Faccountid%3D14872>

Schneider, A., & Sidney, M. (2009). What is next for policy design and social construction theory? 1. *Policy Studies Journal*, 37(1), 103-119.

Schoeni, D. E. (2016). Personal debarment for non-distributive corporate misconduct: on the efficacy of debarring the individual from government contracts for collective

wrongdoing. *Public Contract Law Journal*, 46(1), 51-94. Retrieved from

<https://ezp.waldenulibrary.org/login?qurl=https%3A%2F%2Fsearch.proquest.com%2Fdocview%2F1863551560%3Faccountid%3D14872>

Schumer Urges FEMA To Fully Fund Repair of Asher Dam In Rhinebeck; Dam &

Pedestrian Bridge Were Damaged By Hurricane Irene & Tropical Storm Lee - Repairs Have Been Made, But FEMA Is Withholding Funding Due To Administrative Error That Can Be Easily Corrected. (2015). (). Washington: Federal Information & News Dispatch, Inc. Retrieved from ProQuest Central
Retrieved from

<https://ezp.waldenulibrary.org/login?qurl=https%3A%2F%2Fsearch.proquest.com%2Fdocview%2F1660157344%3Faccountid%3D14872>

Sen. Allen expresses concern over discarded federal grant money. (2017, Mar 20).

Targeted News Service Retrieved from

<https://ezp.waldenulibrary.org/login?qurl=https%3A%2F%2Fsearch.proquest.com%2Fdocview%2F1879038418%3Faccountid%3D14872>

Shah, S. A. M., & Amjad, S. (2016). Ethical decision making in businesses: linking rational and non-rational theories. *International Journal of Information, Business and Management*, 8(3), 56-80. Retrieved from

<https://ezp.waldenulibrary.org/login?qurl=https%3A%2F%2Fsearch.proquest.com%2Fdocview%2F1809941615%3Faccountid%3D14872>

Shakirova, R. (2019) Bringing Contracted Services Back in by Local Governments: An Exploratory Study, *Public Performance & Management Review*, 42:6, 1305-1332, DOI: 10.1080/15309576.2019.1585888

Sheffler, S. S. (2018). A reasoned case for a “grant disputes act”. *Public Contract Law Journal*, 47(2), 209-267. Retrieved from

<https://ezp.waldenulibrary.org/login?qurl=https%3A%2F%2Fsearch.proquest.com%2Fdocview%2F1809941615%3Faccountid%3D14872>

m%2Fdocview%2F2028835115%3Faccountid%3D14872

- Soojin, K. (2017) Lessons Learned from Public and Private Contract Managers for Effective Local Government Contracting Out: The Case of New Jersey, *International Journal of Public Administration*, 40:9, 756-769, DOI: 10.1080/01900692.2016.1193751
- Struyk, R (2017) What past federal hurricane aid tells us about money for Harvey recovery. <https://www.cnn.com/2017/08/31/politics/hurricane-harvey-recovery-money/index.html>
- Terman, N. J & Feiock, C. R. (2016) The Effect of Formal and Informal Contracting Mechanisms on Implementation Performance in the U.S. Federalist System, *Local Government Studies*, 42:2, 309-331, DOI: 10.1080/03003930.2015.1110522
- Thomas, D. J. (2006). *Case study as a method of research* (2nd. ed. ed.). New York: Springer Publishing Company. Retrieved from <https://ezp.waldenulibrary.org/login?qurl=https%3A%2F%2Fsearch.proquest.com%2Fdocview%2F189447637%3Faccountid%3D14872>
- Toma, J. (2006). Approaching rigor in applied qualitative research. In C. F. Conrad & R. C. Serlin *The SAGE handbook for research in education: Engaging ideas and enriching inquiry* (pp. 405-424). Thousand Oaks, CA: SAGE Publications, Inc. doi: 10.4135/9781412976039.n23
- TT Selvarajan, U.,of Liverpool, Nagarajan Ramamoorthy, U.,of Liverpool, Patrick Flood, U.,of Liverpool, & Peter Rowley, U.,of Liverpool. (2006). Employee stock option plan and employee attitudes: A test of extrinsic versus intrinsic models. *The*

International Journal of Sociology and Social Policy, 26(5), 245-254. doi:

<http://dx.doi.org.ezp.waldenulibrary.org/10.1108/01443330610674288>

Urbanik, Vicki, CGFM,C.P.A., E.A. (2016). Making internal control a priority in local government. *The Journal of Government Financial Management*, 65(3), 20-25.

Retrieved from

<https://ezp.waldenulibrary.org/login?qurl=https%3A%2F%2Fsearch.proquest.com%2Fdocview%2F2101836447%3Faccountid%3D14872>

US Fed New Service (2019) Florida Hurricane IRMA Recovery Tops \$5 billion in federal assistance. (2019, Sep 26). US Fed News Service, Including US State

News Retrieved from

<https://ezp.waldenulibrary.org/login?qurl=https%3A%2F%2Fsearch.proquest.com%2Fdocview%2F2297867805%3Faccountid%3D14872>

Wadams, M., & Park, T. (2018). Qualitative research in correctional settings: Researcher bias, western ideological influences, and social justice. *Journal of forensic nursing*, 14(2), 7279.

Werner, E., & Stein, J. (2019). Massive disaster relief bill stalls in senate over Puerto Rico dispute: Trump accuses democrats of “blocking funding and relief for our great farmers”; democrats demand more Puerto Rico money.

Wernstedt, K., Roberts, P. S., Arvai, J., & Redmond, K. (2019). How emergency managers (mis?) interpret forecasts. *Disasters*, 43(1), 88-109. doi:

<http://dx.doi.org.ezp.waldenulibrary.org/10.1111/disa.12293>

Yakovlev, A., Tkachenko, A., & Rodionova, Y., (2019) Who Is Inclined to Hide the

Truth: Evidence from Public Procurement, *International Journal of Public Administration*, DOI: 10.1080/01900692.2019.1665683

Yeong, M. L., Ismail, R., Ismail, N. H., & Hamzah, M. I. (2018). Interview protocol refinement: Fine-tuning qualitative research interview questions for multi-racial populations in Malaysia. *The Qualitative Report*, 23(11), 2700-2713.

Yi, S. (2015). State and local governments: ditch the GSA schedule and do it yourself. *Public Contract Law Journal*, 44(3), 573-593. Retrieved from <https://ezp.waldenulibrary.org/login?qurl=https%3A%2F%2Fsearch.proquest.com%2Fdocview%2F1727757086%3Faccountid%3D14872>

Zeng, J., & Xu, G. (2020). Linking ethical leadership to employee voice: The role of trust. *Social Behavior and Personality*, 48(8), 1-12. doi: <http://dx.doi.org.ezp.waldenulibrary.org/10.2224/sbp.9200>

Zhang, S. (2012). Agency theory. In M. R. Marvel *Encyclopedia of new venture management* (pp. 17-17). Thousand Oaks, CA: SAGE Publications, Inc. doi: 10.4135/9781452218571.n5

Appendix A: FDEM HMGP Contract

AGREEMENT NUMBER: PROJECT NUMBER:

FEDERALLY FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. §200.92 STATES THAT A “SUBAWARD MAY BE PROVIDED THROUGH ANY FORM OF LEGAL AGREEMENT, INCLUDING AN AGREEMENT THAT THE PASS-THROUGH ENTITY CONSIDERS A CONTRACT.”

AS DEFINED BY 2 C.F.R. §200.74, “PASS-THROUGH ENTITY” MEANS “A NON-FEDERAL ENTITY THAT PROVIDES A SUBAWARD TO A SUB-RECIPIENT TO CARRY OUT PART OF A FEDERAL PROGRAM.”

AS DEFINED BY 2 C.F.R. §200.93, “SUB-RECIPIENT” MEANS “A NON-FEDERAL ENTITY THAT RECEIVES A SUBAWARD FROM A PASS-THROUGH ENTITY TO CARRY OUT PART OF A FEDERAL PROGRAM.”

AS DEFINED BY 2 C.F.R. §200.38, “FEDERAL AWARD” MEANS “FEDERAL FINANCIAL ASSISTANCE THAT A NON- FEDERAL ENTITY RECEIVES DIRECTLY FROM A FEDERAL AWARING AGENCY OR INDIRECTLY FROM A PASS-THROUGH ENTITY.”

AS DEFINED BY 2 C.F.R. §200.92, “SUBAWARD” MEANS “AN AWARD PROVIDED BY A PASS-THROUGH ENTITY TO A SUB-RECIPIENT FOR THE SUB-RECIPIENT TO CARRY OUT PART OF A FEDERAL AWARD RECEIVED BY THE PASS-THROUGH ENTITY.”

THE FOLLOWING INFORMATION IS PROVIDED PURSUANT TO 2 C.F.R. §200.331(A)(1):

SUB-RECIPIENT’S NAME:

SUB-RECIPIENT’S UNIQUE ENTITY IDENTIFIER:

IDENTIFICATION NUMBER (FAIN):

SUBAWARD PERIOD OF PERFORMANCE START AND END DATE:

AMOUNT OF FEDERAL FUNDS OBLIGATED BY THIS AGREEMENT:
TOTAL AMOUNT OF FEDERAL FUNDS OBLIGATED TO THE SUB-RECIPIENT

BY THE PASS-THROUGH ENTITY TO INCLUDE THIS AGREEMENT:
TOTAL AMOUNT OF THE FEDERAL AWARD COMMITTED TO THE SUB-RECIPIENT BY THE PASS-THROUGH ENTITY

FEDERAL AWARD PROJECT DESCRIPTION (SEE FFATA):

NAME OF FEDERAL AWARING AGENCY:

NAME OF PASS-THROUGH ENTITY:

CONTACT INFORMATION FOR THE PASS-THROUGH ENTITY:

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) NUMBER AND NAME:

WHETHER THE AWARD IS R&D: N/A

INDIRECT COST RATE FOR THE FEDERAL AWARD: N/A

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 (HEREINAFTER REFERRED TO AS THE "SUB-RECIPIENT").

FOR THE PURPOSES OF THIS AGREEMENT, THE DIVISION SERVES AS THE PASS-THROUGH ENTITY FOR A FEDERAL AWARD, AND THE SUB-RECIPIENT SERVES AS THE RECIPIENT OF A SUBAWARD.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. THE SUB-RECIPIENT REPRESENTS THAT IT IS FULLY QUALIFIED AND ELIGIBLE TO RECEIVE THESE GRANT FUNDS TO PROVIDE THE SERVICES IDENTIFIED HEREIN;

B. THE STATE OF FLORIDA RECEIVED THESE GRANT FUNDS FROM THE FEDERAL GOVERNMENT, AND THE DIVISION HAS THE AUTHORITY TO SUBGRANT THESE FUNDS TO THE SUB-RECIPIENT UPON THE TERMS AND CONDITIONS OUTLINED BELOW; AND,

C. THE DIVISION HAS STATUTORY AUTHORITY TO DISBURSE THE FUNDS UNDER THIS AGREEMENT. THEREFORE, THE DIVISION AND THE SUB-RECIPIENT AGREE TO THE FOLLOWING:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. §200.302 PROVIDES: "EACH STATE MUST EXPEND AND ACCOUNT FOR THE FEDERAL AWARD IN ACCORDANCE WITH STATE LAWS AND PROCEDURES FOR EXPENDING AND ACCOUNTING FOR THE STATE'S OWN FUNDS." THEREFORE, SECTION 215.971, FLORIDA STATUTES, ENTITLED

“AGREEMENTS FUNDED WITH FEDERAL OR STATE ASSISTANCE”, APPLIES TO THIS AGREEMENT.

(2) LAWS, RULES, REGULATIONS AND POLICIES

A. THE SUB-RECIPIENT'S PERFORMANCE UNDER THIS AGREEMENT IS SUBJECT TO 2 C.F.R. PART 200, ENTITLED “UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS.”

B. AS REQUIRED BY SECTION 215.971(1), FLORIDA STATUTES, THIS AGREEMENT INCLUDES:

I. A PROVISION SPECIFYING A SCOPE OF WORK THAT CLEARLY ESTABLISHES THE TASKS THAT THE SUB-RECIPIENT IS REQUIRED TO PERFORM.

II. A PROVISION DIVIDING THE AGREEMENT INTO QUANTIFIABLE UNITS OF DELIVERABLES THAT MUST BE RECEIVED AND ACCEPTED IN WRITING BY THE DIVISION BEFORE PAYMENT. EACH DELIVERABLE MUST BE DIRECTLY RELATED TO THE SCOPE OF WORK AND SPECIFY THE REQUIRED MINIMUM LEVEL OF SERVICE TO BE PERFORMED AND THE CRITERIA FOR EVALUATING THE SUCCESSFUL COMPLETION OF EACH DELIVERABLE.

III. A PROVISION SPECIFYING THE FINANCIAL CONSEQUENCES THAT APPLY IF THE SUB- RECIPIENT FAILS TO PERFORM THE MINIMUM LEVEL OF SERVICE REQUIRED BY THE AGREEMENT.

IV. A PROVISION SPECIFYING THAT THE SUB-RECIPIENT MAY EXPEND FUNDS ONLY FOR ALLOWABLE COSTS RESULTING FROM OBLIGATIONS INCURRED DURING THE SPECIFIED AGREEMENT PERIOD.

V. A PROVISION SPECIFYING THAT ANY BALANCE OF UNOBLIGATED FUNDS WHICH HAS BEEN ADVANCED OR PAID MUST BE REFUNDED TO THE DIVISION.

VI. A PROVISION SPECIFYING THAT ANY FUNDS PAID IN EXCESS OF THE AMOUNT TO WHICH THE SUB-RECIPIENT IS ENTITLED UNDER THE TERMS AND CONDITIONS OF THE AGREEMENT MUST BE REFUNDED TO THE DIVISION.

C. IN ADDITION TO THE FOREGOING, THE SUB-RECIPIENT AND THE DIVISION SHALL BE GOVERNED BY ALL APPLICABLE STATE AND FEDERAL

LAWS, RULES AND REGULATIONS, INCLUDING THOSE IDENTIFIED IN ATTACHMENT B. ANY EXPRESS REFERENCE IN THIS AGREEMENT TO A PARTICULAR STATUTE, RULE, OR REGULATION IN NO WAY IMPLIES THAT NO OTHER STATUTE, RULE, OR REGULATION APPLIES.

(3) CONTACT

A. IN ACCORDANCE WITH SECTION 215.971(2), FLORIDA STATUTES, THE DIVISION'S GRANT MANAGER SHALL BE RESPONSIBLE FOR ENFORCING PERFORMANCE OF THIS AGREEMENT'S TERMS AND CONDITIONS AND SHALL SERVE AS THE DIVISION'S LIAISON WITH THE SUB-RECIPIENT. AS PART OF HIS/HER DUTIES, THE GRANT MANAGER FOR THE DIVISION SHALL:

PAYMENT.

I. MONITOR AND DOCUMENT SUB-RECIPIENT PERFORMANCE; AND,

II. REVIEW AND DOCUMENT ALL DELIVERABLES FOR WHICH THE SUB-RECIPIENT REQUESTS

B. THE DIVISION'S GRANT MANAGER FOR THIS AGREEMENT IS:

C. THE NAME AND ADDRESS OF THE REPRESENTATIVE OF THE SUB-RECIPIENT RESPONSIBLE FOR THE ADMINISTRATION OF THIS AGREEMENT IS:

D. IN THE EVENT THAT DIFFERENT REPRESENTATIVES OR ADDRESSES ARE DESIGNATED BY EITHER PARTY AFTER EXECUTION OF THIS AGREEMENT, NOTICE OF THE NAME, TITLE AND ADDRESS OF THE NEW REPRESENTATIVE WILL BE PROVIDED TO THE OTHER PARTY.

(4) TERMS AND CONDITIONS

THIS AGREEMENT CONTAINS ALL THE TERMS AND CONDITIONS AGREED UPON BY THE PARTIES.

(5) EXECUTION

THIS AGREEMENT MAY BE EXECUTED IN ANY NUMBER OF COUNTERPARTS, ANY ONE OF WHICH MAY BE TAKEN AS AN ORIGINAL.

(6) MODIFICATION

EITHER PARTY MAY REQUEST MODIFICATION OF THE PROVISIONS OF THIS AGREEMENT. CHANGES WHICH ARE AGREED UPON SHALL BE VALID ONLY

WHEN IN WRITING, SIGNED BY EACH OF THE PARTIES, AND ATTACHED TO THE ORIGINAL OF THIS AGREEMENT.

(7) SCOPE OF WORK

THE SUB-RECIPIENT SHALL PERFORM THE WORK IN ACCORDANCE WITH THE BUDGET AND SCOPE OF WORK, ATTACHMENT A OF THIS AGREEMENT.

(8) PERIOD OF AGREEMENT

THIS AGREEMENT SHALL BEGIN UPON EXECUTION BY BOTH PARTIES AND SHALL END ON UNLESS TERMINATED EARLIER IN ACCORDANCE WITH THE PROVISIONS OF PARAGRAPH (17) OF THIS AGREEMENT. CONSISTENT WITH THE DEFINITION OF "PERIOD OF PERFORMANCE" CONTAINED IN 2 C.F.R. §200.77, THE TERM "PERIOD OF AGREEMENT" REFERS TO THE TIME DURING WHICH THE SUB-RECIPIENT "MAY INCUR NEW OBLIGATIONS TO CARRY OUT THE WORK AUTHORIZED UNDER" THIS AGREEMENT. IN ACCORDANCE WITH 2 C.F.R. §200.309, THE SUB-RECIPIENT MAY RECEIVE REIMBURSEMENT UNDER THIS AGREEMENT ONLY FOR "ALLOWABLE COSTS INCURRED DURING THE PERIOD OF PERFORMANCE." IN ACCORDANCE WITH SECTION 215.971(1)(D), FLORIDA STATUTES, THE SUB-RECIPIENT MAY EXPEND FUNDS AUTHORIZED BY THIS AGREEMENT "ONLY FOR ALLOWABLE COSTS RESULTING FROM OBLIGATIONS INCURRED DURING" THE PERIOD OF AGREEMENT.

(9) FUNDING

A. THIS IS A COST-REIMBURSEMENT AGREEMENT, SUBJECT TO THE AVAILABILITY OF FUNDS.

B. THE STATE OF FLORIDA'S PERFORMANCE AND OBLIGATION TO PAY UNDER THIS AGREEMENT IS CONTINGENT UPON AN ANNUAL APPROPRIATION BY THE LEGISLATURE, AND SUBJECT TO ANY MODIFICATION IN ACCORDANCE WITH EITHER CHAPTER 216, FLORIDA STATUTES, OR THE FLORIDA CONSTITUTION.

C. THE DIVISION WILL REIMBURSE THE SUB-RECIPIENT ONLY FOR ALLOWABLE COSTS INCURRED BY THE SUB-RECIPIENT IN THE SUCCESSFUL COMPLETION OF EACH DELIVERABLE. THE MAXIMUM REIMBURSEMENT AMOUNT FOR EACH DELIVERABLE IS OUTLINED IN ATTACHMENT A OF THIS AGREEMENT ("BUDGET AND SCOPE OF WORK"). THE MAXIMUM REIMBURSEMENT AMOUNT FOR THE ENTIRETY OF THIS AGREEMENT IS \$

D. AS REQUIRED BY 2 C.F.R. §200.415(A), ANY REQUEST FOR PAYMENT UNDER THIS AGREEMENT MUST INCLUDE A CERTIFICATION, SIGNED BY AN OFFICIAL WHO IS AUTHORIZED TO LEGALLY BIND THE SUB-RECIPIENT, WHICH READS AS FOLLOWS: “BY SIGNING THIS REPORT, I CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THE REPORT IS TRUE, COMPLETE, AND ACCURATE, AND THE EXPENDITURES, DISBURSEMENTS AND CASH RECEIPTS ARE FOR THE PURPOSES AND OBJECTIVES SET FORTH IN THE TERMS AND CONDITIONS OF THE FEDERAL AWARD. I AM AWARE THAT ANY

FALSE, FICTITIOUS, OR FRAUDULENT INFORMATION, OR THE OMISSION OF ANY MATERIAL FACT, MAY SUBJECT ME TO CRIMINAL, CIVIL OR ADMINISTRATIVE PENALTIES FOR FRAUD, FALSE STATEMENTS, FALSE CLAIMS OR OTHERWISE. (U.S. CODE TITLE 18, SECTION 1001 AND TITLE 31, SECTIONS 3729-3730 AND 3801-3812).”

E. THE DIVISION WILL REVIEW ANY REQUEST FOR REIMBURSEMENT BY COMPARING THE DOCUMENTATION PROVIDED BY THE SUB-RECIPIENT AGAINST A PERFORMANCE MEASURE, OUTLINED IN ATTACHMENT A, THAT CLEARLY DELINEATES:

I. THE REQUIRED MINIMUM ACCEPTABLE LEVEL OF SERVICE TO BE PERFORMED; AND,

II. THE CRITERIA FOR EVALUATING THE SUCCESSFUL COMPLETION OF EACH DELIVERABLE.

F. THE PERFORMANCE MEASURE REQUIRED BY SECTION 215.971(1)(B), FLORIDA STATUTES, REMAINS CONSISTENT WITH THE REQUIREMENT FOR A “PERFORMANCE GOAL”, WHICH IS DEFINED IN 2 C.F.R. §200.76 AS “A TARGET LEVEL OF PERFORMANCE EXPRESSED AS A TANGIBLE, MEASURABLE OBJECTIVE, AGAINST WHICH ACTUAL ACHIEVEMENT CAN BE COMPARED.” IT ALSO REMAINS CONSISTENT WITH THE REQUIREMENT, CONTAINED IN 2 C.F.R.

§200.301, THAT THE DIVISION AND THE SUB-RECIPIENT “RELATE FINANCIAL DATA TO PERFORMANCE ACCOMPLISHMENTS OF THE FEDERAL AWARD.”

G. IF AUTHORIZED BY THE FEDERAL AWARING AGENCY, THEN THE DIVISION WILL REIMBURSE THE SUB-RECIPIENT FOR OVERTIME EXPENSES IN ACCORDANCE WITH 2 C.F.R. §200.430 (“COMPENSATION—PERSONAL

SERVICES”) AND 2 C.F.R. §200.431 (“COMPENSATION—FRINGE BENEFITS”). IF THE SUB-RECIPIENT SEEKS REIMBURSEMENT FOR OVERTIME EXPENSES FOR PERIODS WHEN NO WORK IS PERFORMED DUE TO VACATION, HOLIDAY, ILLNESS, FAILURE OF THE EMPLOYER TO PROVIDE SUFFICIENT WORK, OR OTHER SIMILAR CAUSE (SEE 29 U.S.C.

§207(E)(2)), THEN THE DIVISION WILL TREAT THE EXPENSE AS A FRINGE BENEFIT. 2 C.F.R. §200.431(A) DEFINES FRINGE BENEFITS AS “ALLOWANCES AND SERVICES PROVIDED BY EMPLOYERS TO THEIR EMPLOYEES AS COMPENSATION IN ADDITION TO REGULAR SALARIES AND WAGES.” FRINGE BENEFITS ARE ALLOWABLE UNDER THIS AGREEMENT AS LONG AS THE BENEFITS ARE REASONABLE AND ARE REQUIRED BY LAW, SUB-RECIPIENT-EMPLOYEE AGREEMENT, OR AN ESTABLISHED POLICY OF THE SUB-RECIPIENT. 2 C.F.R. §200.431(B) PROVIDES THAT THE COST OF FRINGE BENEFITS IN THE FORM OF REGULAR COMPENSATION PAID TO EMPLOYEES DURING PERIODS OF AUTHORIZED ABSENCES FROM THE JOB, SUCH AS FOR ANNUAL LEAVE, FAMILY-RELATED LEAVE, SICK LEAVE, HOLIDAYS, COURT LEAVE, MILITARY LEAVE, ADMINISTRATIVE LEAVE, AND OTHER SIMILAR BENEFITS, ARE ALLOWABLE IF ALL OF THE FOLLOWING CRITERIA ARE MET:

I. THEY ARE PROVIDED UNDER ESTABLISHED WRITTEN LEAVE POLICIES;

II. THE COSTS ARE EQUITABLY ALLOCATED TO ALL RELATED ACTIVITIES, INCLUDING FEDERAL

AWARDS; AND,

III. THE ACCOUNTING BASIS (CASH OR ACCRUAL) SELECTED FOR COSTING EACH TYPE OF

LEAVE IS CONSISTENTLY FOLLOWED BY THE NON-FEDERAL ENTITY OR SPECIFIED GROUPING OF EMPLOYEES.

H. IF AUTHORIZED BY THE FEDERAL AWARDDING AGENCY, THEN THE DIVISION WILL REIMBURSE THE SUB-RECIPIENT FOR TRAVEL EXPENSES IN ACCORDANCE WITH 2 C.F.R. §200.474. AS REQUIRED BY THE REFERENCE GUIDE FOR STATE EXPENDITURES, REIMBURSEMENT FOR TRAVEL MUST BE IN ACCORDANCE WITH SECTION 112.061, FLORIDA STATUTES, WHICH INCLUDES SUBMISSION OF THE CLAIM ON THE APPROVED STATE TRAVEL VOUCHER. IF THE SUB-RECIPIENT SEEKS REIMBURSEMENT FOR TRAVEL COSTS THAT EXCEED THE AMOUNTS STATED IN SECTION 112.061(6)(B),

FLORIDA STATUTES (\$6 FOR BREAKFAST, \$11 FOR LUNCH, AND \$19 FOR DINNER), THEN THE SUB-RECIPIENT MUST PROVIDE DOCUMENTATION THAT:

I. THE COSTS ARE REASONABLE AND DO NOT EXCEED CHARGES NORMALLY ALLOWED BY THE SUB-RECIPIENT IN ITS REGULAR OPERATIONS AS A RESULT OF THE SUB-RECIPIENT'S WRITTEN TRAVEL POLICY; AND,

II. PARTICIPATION OF THE INDIVIDUAL IN THE TRAVEL IS NECESSARY TO THE FEDERAL AWARD.

I. THE DIVISION'S GRANT MANAGER, AS REQUIRED BY SECTION 215.971(2)(C), FLORIDA STATUTES, SHALL RECONCILE AND VERIFY ALL FUNDS RECEIVED AGAINST ALL FUNDS EXPENDED DURING THE GRANT AGREEMENT PERIOD AND PRODUCE A FINAL RECONCILIATION REPORT. THE FINAL REPORT MUST IDENTIFY ANY FUNDS PAID IN EXCESS OF THE EXPENDITURES INCURRED BY THE SUB-RECIPIENT.

J. AS DEFINED BY 2 C.F.R. §200.53, THE TERM "IMPROPER PAYMENT" MEANS OR INCLUDES:

I. ANY PAYMENT THAT SHOULD NOT HAVE BEEN MADE OR THAT WAS MADE IN AN INCORRECT AMOUNT (INCLUDING OVERPAYMENTS AND UNDERPAYMENTS) UNDER STATUTORY, CONTRACTUAL, ADMINISTRATIVE, OR OTHER LEGALLY APPLICABLE REQUIREMENTS; AND,

II. ANY PAYMENT TO AN INELIGIBLE PARTY, ANY PAYMENT FOR AN INELIGIBLE GOOD OR SERVICE, ANY DUPLICATE PAYMENT, ANY PAYMENT FOR A GOOD OR SERVICE NOT RECEIVED (EXCEPT FOR SUCH PAYMENTS WHERE AUTHORIZED BY LAW), ANY PAYMENT THAT DOES NOT ACCOUNT FOR CREDIT FOR APPLICABLE DISCOUNTS, AND ANY PAYMENT WHERE INSUFFICIENT OR LACK OF DOCUMENTATION PREVENTS A REVIEWER FROM DISCERNING WHETHER A PAYMENT WAS PROPER.

(10) RECORDS

A. AS REQUIRED BY 2 C.F.R. §200.336, THE FEDERAL AWARDFING AGENCY, INSPECTORS GENERAL, THE COMPTROLLER GENERAL OF THE UNITED STATES, AND THE DIVISION, OR ANY OF THEIR AUTHORIZED REPRESENTATIVES, SHALL ENJOY THE RIGHT OF ACCESS TO ANY DOCUMENTS, PAPERS, OR OTHER RECORDS OF THE SUB-RECIPIENT WHICH

ARE PERTINENT TO THE FEDERAL AWARD, IN ORDER TO MAKE AUDITS, EXAMINATIONS, EXCERPTS, AND TRANSCRIPTS. THE RIGHT OF ACCESS ALSO INCLUDES TIMELY AND REASONABLE ACCESS TO THE SUB-RECIPIENT'S PERSONNEL FOR THE PURPOSE OF INTERVIEW AND DISCUSSION RELATED TO SUCH DOCUMENTS. FINALLY, THE RIGHT OF ACCESS IS NOT LIMITED TO THE REQUIRED RETENTION PERIOD BUT LASTS AS LONG AS THE RECORDS ARE RETAINED.

B. AS REQUIRED BY 2 C.F.R. §200.331(A)(5), THE DIVISION, THE CHIEF INSPECTOR GENERAL OF THE STATE OF FLORIDA, THE FLORIDA AUDITOR GENERAL, OR ANY OF THEIR AUTHORIZED REPRESENTATIVES, SHALL ENJOY THE RIGHT OF ACCESS TO ANY DOCUMENTS, FINANCIAL STATEMENTS, PAPERS, OR OTHER RECORDS OF THE SUB-RECIPIENT WHICH ARE PERTINENT TO THIS AGREEMENT, IN ORDER TO MAKE AUDITS, EXAMINATIONS, EXCERPTS, AND TRANSCRIPTS. THE RIGHT OF ACCESS ALSO INCLUDES TIMELY AND REASONABLE ACCESS TO THE SUB-RECIPIENT'S PERSONNEL FOR THE PURPOSE OF INTERVIEW AND DISCUSSION RELATED TO SUCH DOCUMENTS.

C. AS REQUIRED BY FLORIDA DEPARTMENT OF STATE'S RECORD RETENTION REQUIREMENTS (CHAPTER 119, FLORIDA STATUTES) AND BY 2 C.F.R. §200.333, THE SUB-RECIPIENT SHALL RETAIN SUFFICIENT RECORDS TO SHOW ITS COMPLIANCE WITH THE TERMS OF THIS AGREEMENT, AS WELL AS THE COMPLIANCE OF ALL SUBCONTRACTORS OR CONSULTANTS PAID FROM FUNDS UNDER THIS AGREEMENT, FOR A PERIOD OF FIVE (5) YEARS FROM THE DATE OF

SUBMISSION OF THE FINAL EXPENDITURE REPORT. THE FOLLOWING ARE THE ONLY EXCEPTIONS TO THE FIVE (5) YEAR REQUIREMENT:

I. IF ANY LITIGATION, CLAIM, OR AUDIT IS STARTED BEFORE THE EXPIRATION OF THE 5-YEAR PERIOD, THEN THE RECORDS MUST BE RETAINED UNTIL ALL LITIGATION, CLAIMS, OR AUDIT FINDINGS INVOLVING THE RECORDS HAVE BEEN RESOLVED AND FINAL ACTION TAKEN.

II. WHEN THE DIVISION OR THE SUB-RECIPIENT IS NOTIFIED IN WRITING BY THE FEDERAL AWARING AGENCY, COGNIZANT AGENCY FOR AUDIT, OVERSIGHT AGENCY FOR AUDIT, COGNIZANT AGENCY FOR INDIRECT COSTS, OR PASS-THROUGH ENTITY TO EXTEND THE RETENTION PERIOD.

III. RECORDS FOR REAL PROPERTY AND EQUIPMENT ACQUIRED WITH FEDERAL FUNDS MUST BE RETAINED FOR 5 YEARS AFTER FINAL DISPOSITION.

IV. WHEN RECORDS ARE TRANSFERRED TO OR MAINTAINED BY THE FEDERAL AWARDING AGENCY OR PASS-THROUGH ENTITY, THE 5-YEAR RETENTION REQUIREMENT IS NOT APPLICABLE TO THE SUB-RECIPIENT.

V. RECORDS FOR PROGRAM INCOME TRANSACTIONS AFTER THE PERIOD OF PERFORMANCE. IN SOME CASES RECIPIENTS MUST REPORT PROGRAM INCOME AFTER THE PERIOD OF PERFORMANCE. WHERE THERE IS SUCH A REQUIREMENT, THE RETENTION PERIOD FOR THE RECORDS PERTAINING TO THE EARNING OF THE PROGRAM INCOME STARTS FROM THE END OF THE NON-FEDERAL ENTITY'S FISCAL YEAR IN WHICH THE PROGRAM INCOME IS EARNED.

VI. INDIRECT COST RATE PROPOSALS AND COST ALLOCATIONS PLANS. THIS PARAGRAPH APPLIES TO THE FOLLOWING TYPES OF DOCUMENTS AND THEIR SUPPORTING RECORDS: INDIRECT COST RATE COMPUTATIONS OR PROPOSALS, COST ALLOCATION PLANS, AND ANY SIMILAR ACCOUNTING COMPUTATIONS OF THE RATE AT WHICH A PARTICULAR GROUP OF COSTS IS CHARGEABLE (SUCH AS COMPUTER USAGE CHARGEBACK RATES OR COMPOSITE FRINGE BENEFIT RATES).

D. IN ACCORDANCE WITH 2 C.F.R. §200.334, THE FEDERAL AWARDING AGENCY MUST REQUEST TRANSFER OF CERTAIN RECORDS TO ITS CUSTODY FROM THE DIVISION OR THE SUB-RECIPIENT WHEN IT DETERMINES THAT THE RECORDS POSSESS LONG-TERM RETENTION VALUE.

E. IN ACCORDANCE WITH 2 C.F.R. §200.335, THE DIVISION MUST ALWAYS PROVIDE OR ACCEPT PAPER VERSIONS OF AGREEMENT INFORMATION TO AND FROM THE SUB-RECIPIENT UPON REQUEST. IF PAPER COPIES ARE SUBMITTED, THEN THE DIVISION MUST NOT REQUIRE MORE THAN AN ORIGINAL AND TWO COPIES. WHEN ORIGINAL RECORDS ARE ELECTRONIC AND CANNOT BE ALTERED, THERE IS NO NEED TO CREATE AND RETAIN PAPER COPIES. WHEN ORIGINAL RECORDS ARE PAPER, ELECTRONIC VERSIONS MAY BE SUBSTITUTED THROUGH THE USE OF DUPLICATION OR OTHER FORMS OF ELECTRONIC MEDIA PROVIDED THAT THEY ARE SUBJECT TO PERIODIC QUALITY CONTROL REVIEWS, PROVIDE REASONABLE SAFEGUARDS AGAINST ALTERATION, AND REMAIN READABLE.

F. AS REQUIRED BY 2 C.F.R. §200.303, THE SUB-RECIPIENT SHALL TAKE REASONABLE MEASURES TO SAFEGUARD PROTECTED PERSONALLY IDENTIFIABLE INFORMATION AND OTHER INFORMATION THE FEDERAL AWARDING AGENCY OR THE DIVISION DESIGNATES AS SENSITIVE OR THE SUB-RECIPIENT CONSIDERS SENSITIVE CONSISTENT WITH APPLICABLE FEDERAL, STATE, LOCAL, AND TRIBAL LAWS REGARDING PRIVACY AND OBLIGATIONS OF CONFIDENTIALITY.

G. FLORIDA'S GOVERNMENT IN THE SUNSHINE LAW (SECTION 286.011, FLORIDA STATUTES) PROVIDES THE CITIZENS OF FLORIDA WITH A RIGHT OF ACCESS TO GOVERNMENTAL PROCEEDINGS AND MANDATES THREE, BASIC REQUIREMENTS: (1) MEETINGS OF PUBLIC BOARDS OR COMMISSIONS MUST BE OPEN TO THE PUBLIC; (2) REASONABLE NOTICE OF SUCH MEETINGS MUST BE GIVEN; AND, (3) MINUTES OF THE MEETINGS MUST BE TAKEN AND PROMPTLY RECORDED. THE MERE RECEIPT OF PUBLIC FUNDS BY A PRIVATE ENTITY, STANDING ALONE, IS INSUFFICIENT TO BRING THAT ENTITY WITHIN THE AMBIT OF THE OPEN GOVERNMENT REQUIREMENTS. HOWEVER, THE GOVERNMENT IN THE SUNSHINE LAW APPLIES TO PRIVATE ENTITIES THAT PROVIDE SERVICES TO GOVERNMENTAL AGENCIES AND THAT ACT ON BEHALF OF THOSE AGENCIES IN THE AGENCIES' PERFORMANCE OF THEIR PUBLIC DUTIES. IF A PUBLIC AGENCY DELEGATES THE PERFORMANCE OF ITS PUBLIC PURPOSE TO A PRIVATE ENTITY, THEN, TO THE EXTENT THAT PRIVATE ENTITY IS PERFORMING THAT PUBLIC PURPOSE, THE GOVERNMENT IN THE SUNSHINE LAW APPLIES. FOR EXAMPLE, IF A VOLUNTEER FIRE DEPARTMENT PROVIDES FIREFIGHTING SERVICES TO A GOVERNMENTAL ENTITY AND USES FACILITIES AND EQUIPMENT PURCHASED WITH PUBLIC FUNDS, THEN THE GOVERNMENT IN THE SUNSHINE LAW APPLIES TO BOARD OF DIRECTORS FOR THAT VOLUNTEER FIRE DEPARTMENT. THUS, TO THE EXTENT THAT THE GOVERNMENT IN THE SUNSHINE LAW APPLIES TO THE SUB-RECIPIENT BASED UPON THE FUNDS PROVIDED UNDER THIS AGREEMENT, THE MEETINGS OF THE SUB- RECIPIENT'S GOVERNING BOARD OR THE MEETINGS OF ANY SUBCOMMITTEE MAKING RECOMMENDATIONS TO THE GOVERNING BOARD MAY BE SUBJECT TO OPEN GOVERNMENT REQUIREMENTS. THESE MEETINGS SHALL BE PUBLICLY NOTICED, OPEN TO THE PUBLIC, AND THE MINUTES OF ALL THE MEETINGS SHALL BE PUBLIC RECORDS, AVAILABLE TO THE PUBLIC IN ACCORDANCE WITH CHAPTER 119, FLORIDA STATUTES.

H. FLORIDA'S PUBLIC RECORDS LAW PROVIDES A RIGHT OF ACCESS TO THE RECORDS OF THE STATE AND LOCAL GOVERNMENTS AS WELL AS TO

PRIVATE ENTITIES ACTING ON THEIR BEHALF. UNLESS SPECIFICALLY EXEMPTED FROM DISCLOSURE BY THE LEGISLATURE, ALL MATERIALS MADE OR RECEIVED BY A GOVERNMENTAL AGENCY (OR A PRIVATE ENTITY ACTING ON BEHALF OF SUCH AN AGENCY) IN CONJUNCTION WITH OFFICIAL BUSINESS WHICH ARE USED TO PERPETUATE, COMMUNICATE, OR FORMALIZE KNOWLEDGE QUALIFY AS PUBLIC RECORDS SUBJECT TO PUBLIC INSPECTION. THE MERE RECEIPT OF PUBLIC FUNDS BY A PRIVATE ENTITY, STANDING ALONE, IS INSUFFICIENT TO BRING THAT ENTITY WITHIN THE AMBIT OF THE PUBLIC RECORD REQUIREMENTS. HOWEVER, WHEN A PUBLIC ENTITY DELEGATES A PUBLIC FUNCTION TO A PRIVATE ENTITY, THE RECORDS GENERATED BY THE PRIVATE ENTITY'S PERFORMANCE OF THAT DUTY BECOME PUBLIC RECORDS. THUS, THE NATURE AND SCOPE OF THE SERVICES PROVIDED BY A PRIVATE ENTITY DETERMINE WHETHER THAT ENTITY IS ACTING ON BEHALF OF A PUBLIC AGENCY AND IS THEREFORE SUBJECT TO THE REQUIREMENTS OF FLORIDA'S PUBLIC RECORDS LAW.

I. THE SUB-RECIPIENT SHALL MAINTAIN ALL RECORDS FOR THE SUB-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.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC

RECORDS AT: (850) 815-4156, RECORDS@EM.MYFLORIDA.COM, OR 2555 SHUMARD OAK BOULEVARD, TALLAHASSEE, FL 32399.

(11) AUDITS

A. THE SUB-RECIPIENT SHALL COMPLY WITH THE AUDIT REQUIREMENTS CONTAINED IN 2 C.F.R. PART 200, SUBPART F.

B. IN ACCOUNTING FOR THE RECEIPT AND EXPENDITURE OF FUNDS UNDER THIS AGREEMENT, THE SUB-RECIPIENT SHALL FOLLOW GENERALLY ACCEPTED ACCOUNTING PRINCIPLES (“GAAP”). AS DEFINED BY 2 C.F.R.

§200.49, GAAP “HAS THE MEANING SPECIFIED IN ACCOUNTING STANDARDS ISSUED BY THE GOVERNMENT ACCOUNTING STANDARDS BOARD (GASB) AND THE FINANCIAL ACCOUNTING STANDARDS BOARD (FASB).”

C. WHEN CONDUCTING AN AUDIT OF THE SUB-RECIPIENT’S PERFORMANCE UNDER THIS AGREEMENT, THE DIVISION SHALL USE GENERALLY ACCEPTED GOVERNMENT AUDITING STANDARDS (“GAGAS”). AS DEFINED BY 2

C.F.R. §200.50, GAGAS, “ALSO KNOWN AS THE YELLOW BOOK, MEANS GENERALLY ACCEPTED GOVERNMENT AUDITING STANDARDS ISSUED BY THE COMPTROLLER GENERAL OF THE UNITED STATES, WHICH ARE APPLICABLE TO FINANCIAL AUDITS.”

D. IF AN AUDIT SHOWS THAT ALL OR ANY PORTION OF THE FUNDS DISBURSED WERE NOT SPENT IN ACCORDANCE WITH THE CONDITIONS OF THIS AGREEMENT, THE SUB-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 SUB-RECIPIENT OF SUCH NON- COMPLIANCE.

E. THE SUB-RECIPIENT SHALL HAVE ALL AUDITS COMPLETED BY AN INDEPENDENT AUDITOR, WHICH IS DEFINED IN SECTION 215.97(2)(I), FLORIDA STATUTES, AS “AN INDEPENDENT CERTIFIED PUBLIC ACCOUNTANT LICENSED UNDER CHAPTER 473.” THE INDEPENDENT AUDITOR SHALL STATE THAT THE AUDIT COMPLIED WITH THE APPLICABLE PROVISIONS NOTED ABOVE. THE AUDIT MUST BE RECEIVED BY THE DIVISION NO LATER THAN NINE MONTHS FROM THE END OF THE SUB-RECIPIENT’S FISCAL YEAR.

F. THE SUB-RECIPIENT SHALL SEND COPIES OF REPORTING PACKAGES FOR AUDITS CONDUCTED IN ACCORDANCE WITH 2 C.F.R. PART 200, BY OR ON BEHALF OF THE SUB-RECIPIENT, TO THE DIVISION AT THE FOLLOWING ADDRESS:

G. THE SUB-RECIPIENT SHALL SEND THE SINGLE AUDIT REPORTING PACKAGE AND FORM SF-SAC TO THE FEDERAL AUDIT CLEARINGHOUSE BY SUBMISSION ONLINE AT:

H. THE SUB-RECIPIENT SHALL SEND ANY MANAGEMENT LETTER

(12) REPORTS

A. CONSISTENT WITH 2 C.F.R. §200.328, THE SUB-RECIPIENT SHALL PROVIDE THE DIVISION WITH QUARTERLY REPORTS AND A CLOSE-OUT REPORT. THESE REPORTS SHALL INCLUDE THE CURRENT STATUS AND PROGRESS BY THE SUB-RECIPIENT AND ALL 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 60 DAYS AFTER TERMINATION OF THIS AGREEMENT OR 60 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, THEN THE DIVISION MAY WITHHOLD FURTHER PAYMENTS UNTIL THEY ARE COMPLETED OR MAY TAKE OTHER ACTION AS STATED IN PARAGRAPH (16) REMEDIES. "ACCEPTABLE TO THE DIVISION" MEANS THAT THE WORK PRODUCT WAS COMPLETED IN ACCORDANCE WITH THE BUDGET AND SCOPE OF WORK.

E. THE SUB-RECIPIENT SHALL PROVIDE ADDITIONAL PROGRAM UPDATES OR INFORMATION THAT MAY BE REQUIRED BY THE DIVISION.

F. THE SUB-RECIPIENT SHALL PROVIDE ADDITIONAL REPORTS AND INFORMATION IDENTIFIED IN ATTACHMENT F.

(13) MONITORING

A. THE SUB-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.

B. IN ADDITION TO REVIEWS OF AUDITS, MONITORING PROCEDURES MAY INCLUDE, BUT NOT BE LIMITED TO, ON-SITE VISITS BY DIVISION STAFF, LIMITED SCOPE AUDITS, AND/OR OTHER PROCEDURES. THE SUB-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 SUB-RECIPIENT IS APPROPRIATE, THE SUB-RECIPIENT AGREES TO COMPLY WITH ANY ADDITIONAL INSTRUCTIONS PROVIDED BY THE DIVISION TO THE SUB-RECIPIENT REGARDING SUCH AUDIT. THE SUB-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 SUB-RECIPIENT THROUGHOUT THE CONTRACT TERM TO ENSURE TIMELY COMPLETION OF ALL TASKS.

(14) LIABILITY

A. UNLESS SUB-RECIPIENT IS A STATE AGENCY OR SUBDIVISION, AS DEFINED IN SECTION 768.28(2), FLORIDA STATUTES, THE SUB-RECIPIENT IS SOLELY RESPONSIBLE TO PARTIES IT DEALS WITH IN CARRYING OUT THE TERMS OF THIS AGREEMENT AND, AS AUTHORIZED BY SECTION 768.28(19), FLORIDA STATUTES, SUB-RECIPIENT 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, SUB-RECIPIENT AGREES THAT IT IS NOT AN EMPLOYEE OR AGENT OF THE DIVISION, BUT IS AN INDEPENDENT CONTRACTOR.

B. AS REQUIRED BY SECTION 768.28(19), FLORIDA STATUTES, ANY SUB-RECIPIENT WHICH IS A STATE AGENCY OR SUBDIVISION, AS DEFINED IN SECTION 768.28(2), FLORIDA STATUTES, AGREES TO BE FULLY RESPONSIBLE FOR ITS NEGLIGENT OR TORTIOUS ACTS OR OMISSIONS WHICH RESULT IN CLAIMS OR SUITS AGAINST THE DIVISION, AND AGREES TO BE LIABLE FOR ANY DAMAGES PROXIMATELY CAUSED BY THE ACTS OR OMISSIONS TO THE EXTENT SET FORTH IN SECTION 768.28, FLORIDA STATUTES. NOTHING HEREIN IS INTENDED TO SERVE AS A WAIVER OF

SOVEREIGN IMMUNITY BY ANY SUB-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.

(15) 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 TERMINATE AND THE DIVISION HAS THE OPTION TO EXERCISE ANY OF ITS REMEDIES SET FORTH IN PARAGRAPH (16); 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 IF:

- A. ANY WARRANTY OR REPRESENTATION MADE BY THE SUB-RECIPIENT IN THIS AGREEMENT OR ANY PREVIOUS AGREEMENT WITH THE DIVISION IS OR BECOMES FALSE OR MISLEADING IN ANY RESPECT, OR IF THE SUB-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. MATERIAL ADVERSE CHANGES OCCUR IN THE FINANCIAL CONDITION OF THE SUB-RECIPIENT AT ANY TIME DURING THE TERM OF THIS AGREEMENT, AND THE SUB-RECIPIENT FAILS TO CURE THIS ADVERSE CHANGE WITHIN THIRTY DAYS FROM THE DATE WRITTEN NOTICE IS SENT BY THE DIVISION;
- C. ANY REPORTS REQUIRED BY THIS AGREEMENT HAVE NOT BEEN SUBMITTED TO THE DIVISION OR HAVE BEEN SUBMITTED WITH INCORRECT, INCOMPLETE OR INSUFFICIENT INFORMATION; OR,
- D. THE SUB-RECIPIENT HAS FAILED TO PERFORM AND COMPLETE ON TIME ANY OF ITS OBLIGATIONS UNDER THIS AGREEMENT.

(16) REMEDIES

IF AN EVENT OF DEFAULT OCCURS, THEN THE DIVISION SHALL, AFTER THIRTY CALENDAR DAYS WRITTEN NOTICE TO THE SUB-RECIPIENT AND UPON THE SUB-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 SUB-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 (3) 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 SUB-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:

I. REQUEST ADDITIONAL INFORMATION FROM THE SUB-RECIPIENT TO DETERMINE THE REASONS FOR OR THE EXTENT OF NON-COMPLIANCE OR LACK OF PERFORMANCE,

II. ISSUE A WRITTEN WARNING TO ADVISE THAT MORE SERIOUS MEASURES MAY BE TAKEN IF THE SITUATION IS NOT CORRECTED,

III. ADVISE THE SUB-RECIPIENT TO SUSPEND, DISCONTINUE OR REFRAIN FROM INCURRING COSTS FOR ANY ACTIVITIES IN QUESTION OR

IV. REQUIRE THE SUB-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.

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 SUB-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 SUB-RECIPIENT.

(17) 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 SUB-RECIPIENT TO PERMIT PUBLIC ACCESS TO ANY DOCUMENT, PAPER, LETTER, OR OTHER MATERIAL SUBJECT TO DISCLOSURE UNDER CHAPTER 119, FLORIDA STATUTES, AS AMENDED.

B. THE DIVISION MAY TERMINATE THIS AGREEMENT FOR CONVENIENCE OR WHEN IT DETERMINES, IN ITS SOLE DISCRETION THAT CONTINUING THE AGREEMENT WOULD NOT PRODUCE BENEFICIAL RESULTS IN LINE WITH THE FURTHER EXPENDITURE OF FUNDS, BY PROVIDING THE SUB-RECIPIENT WITH THIRTY CALENDAR DAY'S 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 SUB-RECIPIENT WILL NOT INCUR NEW OBLIGATIONS FOR THE TERMINATED PORTION OF THE AGREEMENT AFTER THE SUB-RECIPIENT HAS RECEIVED THE NOTIFICATION OF TERMINATION. THE SUB-RECIPIENT WILL CANCEL AS MANY OUTSTANDING OBLIGATIONS AS POSSIBLE. COSTS INCURRED AFTER RECEIPT OF THE TERMINATION NOTICE WILL BE DISALLOWED. THE SUB-RECIPIENT SHALL NOT BE RELIEVED OF LIABILITY TO THE DIVISION BECAUSE OF ANY BREACH OF AGREEMENT BY THE SUB-RECIPIENT. THE DIVISION MAY, TO THE EXTENT AUTHORIZED BY LAW, WITHHOLD PAYMENTS TO THE SUB-RECIPIENT FOR THE PURPOSE OF SET-OFF UNTIL THE EXACT AMOUNT OF DAMAGES DUE THE DIVISION FROM THE SUB-RECIPIENT IS DETERMINED.

(18) PROCUREMENT

A. THE SUB-RECIPIENT SHALL ENSURE THAT ANY PROCUREMENT INVOLVING FUNDS AUTHORIZED BY THE AGREEMENT COMPLIES WITH ALL APPLICABLE FEDERAL AND STATE LAWS AND REGULATIONS, TO INCLUDE 2 C.F.R.

§§200.318 THROUGH 200.326 AS WELL AS APPENDIX II TO 2 C.F.R. PART 200 (ENTITLED “CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS”).

B. AS REQUIRED BY 2 C.F.R. §200.318(I), THE SUB-RECIPIENT SHALL “MAINTAIN RECORDS SUFFICIENT TO DETAIL THE HISTORY OF PROCUREMENT. THESE RECORDS WILL INCLUDE, BUT ARE NOT NECESSARILY LIMITED TO THE FOLLOWING: RATIONALE FOR THE METHOD OF PROCUREMENT, SELECTION OF CONTRACT TYPE, CONTRACTOR SELECTION OR REJECTION, AND THE BASIS FOR THE CONTRACT PRICE.”

C. AS REQUIRED BY 2 C.F.R. §200.318(B), THE SUB-RECIPIENT SHALL “MAINTAIN OVERSIGHT TO ENSURE THAT CONTRACTORS PERFORM IN ACCORDANCE WITH THE TERMS, CONDITIONS, AND SPECIFICATIONS OF THEIR CONTRACTS OR PURCHASE ORDERS.” IN ORDER TO DEMONSTRATE COMPLIANCE WITH THIS REQUIREMENT, THE SUB- RECIPIENT SHALL DOCUMENT, IN ITS QUARTERLY REPORT TO THE DIVISION, THE PROGRESS OF ANY AND ALL SUBCONTRACTORS PERFORMING WORK UNDER THIS AGREEMENT.

D. EXCEPT FOR PROCUREMENTS BY MICRO-PURCHASES PURSUANT TO 2 C.F.R. §200.320(A) OR PROCUREMENTS BY SMALL PURCHASE PROCEDURES PURSUANT TO 2 C.F.R. §200.320(B), IF THE SUB-RECIPIENT CHOOSES TO SUBCONTRACT ANY OF THE WORK REQUIRED UNDER THIS AGREEMENT, THEN THE SUB-RECIPIENT SHALL FORWARD TO THE DIVISION A COPY OF ANY SOLICITATION (WHETHER COMPETITIVE OR NON-COMPETITIVE) AT LEAST FIFTEEN

(15) DAYS PRIOR TO THE PUBLICATION OR COMMUNICATION OF THE SOLICITATION. THE DIVISION SHALL REVIEW THE SOLICITATION AND PROVIDE COMMENTS, IF ANY, TO THE SUB-RECIPIENT WITHIN THREE (3) BUSINESS DAYS. CONSISTENT WITH 2 C.F.R. §200.324, THE DIVISION WILL REVIEW THE SOLICITATION FOR COMPLIANCE WITH THE PROCUREMENT STANDARDS OUTLINED IN 2 C.F.R. §§200.318 THROUGH 200.326 AS WELL AS APPENDIX II TO 2 C.F.R. PART 200. CONSISTENT WITH 2 C.F.R. §200.318(K), THE DIVISION WILL NOT SUBSTITUTE ITS JUDGMENT FOR THAT OF THE

SUB- RECIPIENT. WHILE THE SUB-RECIPIENT DOES NOT NEED THE APPROVAL OF THE DIVISION IN ORDER TO PUBLISH A

COMPETITIVE SOLICITATION, THIS REVIEW MAY ALLOW THE DIVISION TO IDENTIFY DEFICIENCIES IN THE VENDOR REQUIREMENTS OR IN THE COMMODITY OR SERVICE SPECIFICATIONS. THE DIVISION'S REVIEW AND COMMENTS SHALL NOT CONSTITUTE AN APPROVAL OF THE SOLICITATION. REGARDLESS OF THE DIVISION'S REVIEW, THE SUB-RECIPIENT REMAINS BOUND BY ALL APPLICABLE LAWS, REGULATIONS, AND AGREEMENT TERMS. IF DURING ITS REVIEW THE DIVISION IDENTIFIES ANY DEFICIENCIES, THEN THE DIVISION SHALL COMMUNICATE THOSE DEFICIENCIES TO THE SUB-RECIPIENT AS QUICKLY AS POSSIBLE WITHIN THE THREE (3) BUSINESS DAY WINDOW OUTLINED ABOVE. IF THE SUB-RECIPIENT PUBLISHES A COMPETITIVE SOLICITATION AFTER RECEIVING COMMENTS FROM THE DIVISION THAT THE SOLICITATION IS DEFICIENT, THEN THE DIVISION MAY:

I. TERMINATE THIS AGREEMENT IN ACCORDANCE WITH THE PROVISIONS OUTLINED IN PARAGRAPH (17) ABOVE; AND,

II. REFUSE TO REIMBURSE THE SUB-RECIPIENT FOR ANY COSTS ASSOCIATED WITH THAT

SOLICITATION.

E. EXCEPT FOR PROCUREMENTS BY MICRO-PURCHASES PURSUANT TO 2 C.F.R. §200.320(A) OR

PROCUREMENTS BY SMALL PURCHASE PROCEDURES PURSUANT TO 2 C.F.R. §200.320(B), IF THE SUB-RECIPIENT CHOOSES TO SUBCONTRACT ANY OF THE WORK REQUIRED UNDER THIS AGREEMENT, THEN THE SUB-RECIPIENT SHALL FORWARD TO THE DIVISION A COPY OF ANY CONTEMPLATED CONTRACT PRIOR TO CONTRACT EXECUTION. THE DIVISION SHALL REVIEW THE UNEXECUTED CONTRACT AND PROVIDE COMMENTS, IF ANY, TO THE SUB-RECIPIENT WITHIN THREE (3) BUSINESS DAYS. CONSISTENT WITH 2 C.F.R. §200.324, THE DIVISION WILL REVIEW THE UNEXECUTED CONTRACT FOR COMPLIANCE WITH THE PROCUREMENT STANDARDS OUTLINED IN 2 C.F.R. §§200.318 THROUGH 200.326 AS WELL AS APPENDIX II TO 2 C.F.R. PART 200. CONSISTENT WITH 2 C.F.R. §200.318(K), THE DIVISION WILL NOT SUBSTITUTE ITS JUDGMENT FOR THAT OF THE SUB-RECIPIENT. WHILE THE SUB-RECIPIENT DOES NOT NEED THE APPROVAL OF THE DIVISION IN ORDER TO EXECUTE A SUBCONTRACT, THIS REVIEW MAY ALLOW THE DIVISION TO IDENTIFY DEFICIENCIES IN THE TERMS AND CONDITIONS OF THE SUBCONTRACT AS

WELL AS DEFICIENCIES IN THE PROCUREMENT PROCESS THAT LED TO THE SUBCONTRACT. THE DIVISION'S REVIEW AND COMMENTS SHALL NOT CONSTITUTE AN APPROVAL OF THE SUBCONTRACT.

REGARDLESS OF THE DIVISION'S REVIEW, THE SUB-RECIPIENT REMAINS BOUND BY ALL APPLICABLE LAWS, REGULATIONS, AND AGREEMENT TERMS. IF DURING ITS REVIEW THE DIVISION IDENTIFIES ANY DEFICIENCIES, THEN THE DIVISION SHALL COMMUNICATE THOSE DEFICIENCIES TO THE SUB-RECIPIENT AS QUICKLY AS POSSIBLE WITHIN THE THREE (3) BUSINESS DAY WINDOW OUTLINED ABOVE. IF THE SUB-RECIPIENT EXECUTES A SUBCONTRACT AFTER RECEIVING A COMMUNICATION FROM THE DIVISION THAT THE SUBCONTRACT IS NON-COMPLIANT, THEN THE DIVISION MAY:

I. TERMINATE THIS AGREEMENT IN ACCORDANCE WITH THE PROVISIONS OUTLINED IN PARAGRAPH (17) ABOVE; AND,

II. REFUSE TO REIMBURSE THE SUB-RECIPIENT FOR ANY COSTS ASSOCIATED WITH THAT

SUBCONTRACT.

F. THE SUB-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 SUB-RECIPIENT HARMLESS

AGAINST ALL CLAIMS OF WHATEVER NATURE ARISING OUT OF THE SUBCONTRACTOR'S PERFORMANCE OF WORK UNDER THIS AGREEMENT, TO THE EXTENT ALLOWED AND REQUIRED BY LAW.

G. AS REQUIRED BY 2 C.F.R. §200.318(C)(1), THE SUB-RECIPIENT SHALL "MAINTAIN WRITTEN STANDARDS OF CONDUCT COVERING CONFLICTS OF INTEREST AND GOVERNING THE ACTIONS OF ITS EMPLOYEES ENGAGED IN THE SELECTION, AWARD AND ADMINISTRATION OF CONTRACTS."

H. AS REQUIRED BY 2 C.F.R. §200.319(A), THE SUB-RECIPIENT SHALL CONDUCT ANY PROCUREMENT UNDER THIS AGREEMENT "IN A MANNER PROVIDING FULL AND OPEN COMPETITION." ACCORDINGLY, THE SUB-RECIPIENT SHALL NOT:

- I. PLACE UNREASONABLE REQUIREMENTS ON FIRMS IN ORDER FOR THEM TO QUALIFY TO DO BUSINESS; COMPANIES; CONTRACTS; EQUIVALENT;
- II. REQUIRE UNNECESSARY EXPERIENCE OR EXCESSIVE BONDING;
- III. USE NONCOMPETITIVE PRICING PRACTICES BETWEEN FIRMS OR BETWEEN AFFILIATED
- IV. EXECUTE NONCOMPETITIVE CONTRACTS TO CONSULTANTS THAT ARE ON RETAINER
- V. AUTHORIZE, CONDONE, OR IGNORE ORGANIZATIONAL CONFLICTS OF INTEREST;
- VI. SPECIFY ONLY A BRAND NAME PRODUCT WITHOUT ALLOWING VENDORS TO OFFER AN
- VII. SPECIFY A BRAND NAME PRODUCT INSTEAD OF DESCRIBING THE PERFORMANCE, SPECIFICATIONS, OR OTHER RELEVANT REQUIREMENTS THAT PERTAIN TO THE COMMODITY OR SERVICE SOLICITED BY THE PROCUREMENT;
- VIII. ENGAGE IN ANY ARBITRARY ACTION DURING THE PROCUREMENT PROCESS; OR,
- IX. ALLOW A VENDOR TO BID ON A CONTRACT IF THAT BIDDER WAS INVOLVED WITH DEVELOPING OR DRAFTING THE SPECIFICATIONS, REQUIREMENTS, STATEMENT OF WORK, INVITATION TO BID, OR REQUEST FOR PROPOSALS.
- I. “[E]XCEPT IN THOSE CASES WHERE APPLICABLE FEDERAL STATUTES EXPRESSLY MANDATE OR ENCOURAGE” OTHERWISE, THE SUB-RECIPIENT, AS REQUIRED BY 2 C.F.R. §200.319(B), SHALL NOT USE A GEOGRAPHIC PREFERENCE WHEN PROCURING COMMODITIES OR SERVICES UNDER THIS AGREEMENT.
- J. THE SUB-RECIPIENT SHALL CONDUCT ANY PROCUREMENT INVOLVING INVITATIONS TO BID (I.E. SEALED BIDS) IN ACCORDANCE WITH 2 C.F.R. §200.320(C) AS WELL AS SECTION 287.057(1)(A), FLORIDA STATUTES.
- K. THE SUB-RECIPIENT SHALL CONDUCT ANY PROCUREMENT INVOLVING REQUESTS FOR PROPOSALS (I.E. COMPETITIVE PROPOSALS) IN

ACCORDANCE WITH 2 C.F.R. §200.320(D) AS WELL AS SECTION 287.057(1)(B), FLORIDA STATUTES.

L. FOR EACH SUBCONTRACT, THE SUB-RECIPIENT SHALL PROVIDE A WRITTEN STATEMENT TO THE DIVISION AS TO WHETHER THAT SUBCONTRACTOR IS A MINORITY BUSINESS ENTERPRISE, AS DEFINED IN SECTION 288.703, FLORIDA STATUTES. ADDITIONALLY, THE SUB-RECIPIENT SHALL COMPLY WITH THE REQUIREMENTS OF 2 C.F.R. §200.321

(“CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS”).

(19) 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:

I. EXHIBIT 1 - FUNDING SOURCES

II. ATTACHMENT A – BUDGET AND SCOPE OF WORK

III. ATTACHMENT B – PROGRAM STATUTES AND REGULATIONS

IV. ATTACHMENT C – STATEMENT OF ASSURANCES

V. ATTACHMENT D – REQUEST FOR ADVANCE OR REIMBURSEMENT

VI. ATTACHMENT E – JUSTIFICATION OF ADVANCE PAYMENT

VII. ATTACHMENT F – QUARTERLY REPORT FORM

VIII. ATTACHMENT G – WARRANTIES AND REPRESENTATIONS

IX. ATTACHMENT H – CERTIFICATION REGARDING DEBARMENT

X. ATTACHMENT I – FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT

XI. ATTACHMENT J – MANDATORY CONTRACT PROVISIONS

(20) PAYMENTS

A. ANY ADVANCE PAYMENT UNDER THIS AGREEMENT IS SUBJECT TO 2 C.F.R. §200.305 AND, AS APPLICABLE, SECTION 216.181(16), FLORIDA STATUTES. ALL ADVANCES ARE REQUIRED TO BE HELD IN AN INTEREST-BEARING ACCOUNT. 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. NO ADVANCE SHALL BE ACCEPTED FOR PROCESSING IF A REIMBURSEMENT HAS BEEN PAID PRIOR TO THE SUBMITTAL OF A REQUEST FOR ADVANCED PAYMENT. AFTER THE INITIAL ADVANCE, IF ANY, PAYMENT SHALL BE MADE ON A REIMBURSEMENT BASIS AS NEEDED.

B. INVOICES SHALL BE SUBMITTED AT LEAST QUARTERLY AND SHALL INCLUDE THE SUPPORTING DOCUMENTATION FOR ALL COSTS OF THE PROJECT OR SERVICES. THE FINAL INVOICE SHALL BE SUBMITTED WITHIN SIXTY (60) DAYS AFTER THE EXPIRATION DATE OF THE AGREEMENT. AN EXPLANATION OF ANY CIRCUMSTANCES PROHIBITING THE SUBMITTAL OF QUARTERLY INVOICES SHALL BE SUBMITTED TO THE DIVISION GRANT MANAGER AS PART OF THE SUB- RECIPIENT'S QUARTERLY REPORTING AS REFERENCED IN PARAGRAPH (12) OF THIS AGREEMENT.

C. IF THE NECESSARY FUNDS ARE NOT AVAILABLE TO FUND THIS AGREEMENT AS A RESULT OF ACTION BY THE UNITED STATES CONGRESS, THE FEDERAL OFFICE OF MANAGEMENT AND BUDGETING, THE STATE CHIEF FINANCIAL OFFICER OR UNDER SUBPARAGRAPH (9)B. OF THIS AGREEMENT, ALL OBLIGATIONS ON THE PART OF THE DIVISION TO MAKE ANY FURTHER PAYMENT OF FUNDS SHALL TERMINATE, AND THE SUB-RECIPIENT SHALL SUBMIT ITS CLOSEOUT REPORT WITHIN THIRTY DAYS OF RECEIVING NOTICE FROM THE DIVISION.

(21) REPAYMENTS

A. ALL REFUNDS OR REPAYMENTS DUE TO THE DIVISION UNDER THIS AGREEMENT ARE TO BE MADE PAYABLE TO THE ORDER OF "DIVISION OF EMERGENCY MANAGEMENT", AND MAILED DIRECTLY TO THE FOLLOWING ADDRESS:

DIVISION OF EMERGENCY MANAGEMENT CASHIER

2555 SHUMARD OAK BOULEVARD TALLAHASSEE FL 32399-2100

B. IN ACCORDANCE WITH SECTION 215.34(2), FLORIDA STATUTES, IF A CHECK OR OTHER DRAFT IS RETURNED TO THE DIVISION FOR COLLECTION, SUB-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.

(22) 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 SUB-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 ARE 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 SUB-RECIPIENT, CAUSE THE TERMINATION OF THIS AGREEMENT AND THE RELEASE OF THE DIVISION FROM ALL ITS OBLIGATIONS TO THE SUB-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. THE SUB-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.

E. 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.

F. ANY SUB-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:

I. ARE NOT PRESENTLY DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, DECLARED INELIGIBLE, OR VOLUNTARILY EXCLUDED FROM COVERED TRANSACTIONS BY A FEDERAL DEPARTMENT OR AGENCY;

II. 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;

III. 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

(22) F. II. OF THIS CERTIFICATION; AND,

IV. HAVE NOT WITHIN A FIVE-YEAR PERIOD PRECEDING THIS AGREEMENT HAD ONE OR MORE PUBLIC TRANSACTIONS (FEDERAL, STATE OR LOCAL) TERMINATED FOR CAUSE OR DEFAULT.

G. IF THE SUB-RECIPIENT IS UNABLE TO CERTIFY TO ANY OF THE STATEMENTS IN THIS CERTIFICATION, THEN THE SUB-RECIPIENT SHALL ATTACH AN EXPLANATION TO THIS AGREEMENT.

H. IN ADDITION, THE SUB-RECIPIENT SHALL SEND TO THE DIVISION (BY EMAIL OR BY FACSIMILE TRANSMISSION) THE COMPLETED “CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION” (ATTACHMENT H) FOR EACH INTENDED SUBCONTRACTOR WHICH SUB-RECIPIENT PLANS TO FUND UNDER THIS AGREEMENT. THE FORM MUST BE RECEIVED BY THE DIVISION BEFORE THE SUB-RECIPIENT ENTERS INTO A CONTRACT WITH ANY SUBCONTRACTOR.

I. THE DIVISION RESERVES THE RIGHT TO UNILATERALLY CANCEL THIS AGREEMENT IF THE SUB-RECIPIENT REFUSES TO ALLOW PUBLIC ACCESS TO ALL DOCUMENTS, PAPERS, LETTERS OR OTHER MATERIAL SUBJECT TO THE PROVISIONS OF CHAPTER 119, FLORIDA STATUTES, WHICH THE SUB-RECIPIENT CREATED OR RECEIVED UNDER THIS AGREEMENT.

J. IF THE SUB-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.

K. 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 SUB-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.

L. SECTION 287.05805, FLORIDA STATUTES, REQUIRES THAT ANY STATE FUNDS PROVIDED FOR THE PURCHASE OF OR IMPROVEMENTS TO REAL PROPERTY ARE CONTINGENT UPON THE CONTRACTOR OR POLITICAL SUBDIVISION GRANTING TO THE STATE A SECURITY INTEREST IN THE PROPERTY AT LEAST TO THE AMOUNT OF STATE FUNDS PROVIDED FOR AT

LEAST 5 YEARS FROM THE DATE OF PURCHASE OR THE COMPLETION OF THE IMPROVEMENTS OR AS FURTHER REQUIRED BY LAW.

M. THE DIVISION MAY, AT ITS OPTION, TERMINATE THE CONTRACT IF THE CONTRACTOR IS FOUND TO HAVE SUBMITTED A FALSE CERTIFICATION AS PROVIDED UNDER SECTION 287.135(5), F.S., OR BEEN PLACED ON THE SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST OR THE SCRUTINIZED COMPANIES WITH ACTIVITIES IN THE IRAN PETROLEUM ENERGY SECTOR LIST, OR BEEN ENGAGED IN BUSINESS OPERATIONS IN CUBA OR SYRIA, OR TO HAVE BEEN PLACED ON THE SCRUTINIZED COMPANIES THAT BOYCOTT ISRAEL LIST OR IS ENGAGED IN A BOYCOTT OF ISRAEL.

(23) LOBBYING PROHIBITION

A. 2 C.F.R. §200.450 PROHIBITS REIMBURSEMENT FOR COSTS ASSOCIATED WITH CERTAIN LOBBYING

ACTIVITIES.

B. SECTION 216.347, FLORIDA STATUTES, PROHIBITS “ANY DISBURSEMENT OF GRANTS AND AIDS

APPROPRIATIONS PURSUANT TO A CONTRACT OR GRANT TO ANY PERSON OR ORGANIZATION UNLESS THE TERMS OF THE GRANT OR CONTRACT PROHIBIT THE EXPENDITURE OF FUNDS FOR THE PURPOSE OF LOBBYING THE LEGISLATURE, THE JUDICIAL BRANCH, OR A STATE AGENCY.”

C. 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.

D. THE SUB-RECIPIENT CERTIFIES, BY ITS SIGNATURE TO THIS AGREEMENT, THAT TO THE BEST OF HIS OR HER KNOWLEDGE AND BELIEF:

I. NO FEDERAL APPROPRIATED FUNDS HAVE BEEN PAID OR WILL BE PAID, BY OR ON BEHALF OF THE SUB-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.

II. 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 SUB-RECIPIENT SHALL COMPLETE AND SUBMIT STANDARD FORM-LLL, "DISCLOSURE OF LOBBYING ACTIVITIES."

III. THE SUB-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 SUB-RECIPIENTS SHALL CERTIFY AND DISCLOSE.

IV. 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.

(24) COPYRIGHT, PATENT AND TRADEMARK

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.

A. IF THE SUB-RECIPIENT HAS A PRE-EXISTING PATENT OR COPYRIGHT, THE SUB-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 SUB-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 SUB-RECIPIENT SHALL NOTIFY THE DIVISION. ANY COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE UNDER THIS AGREEMENT ARE TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.

C. WITHIN THIRTY DAYS OF EXECUTION OF THIS AGREEMENT, THE SUB-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 SUB-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 (24) B., HAVE THE RIGHT TO ALL PATENTS AND COPYRIGHTS WHICH ACCRUE DURING PERFORMANCE OF THE AGREEMENT.

D. IF THE SUB-RECIPIENT QUALIFIES AS A STATE UNIVERSITY UNDER FLORIDA LAW, THEN, PURSUANT TO SECTION 1004.23, FLORIDA STATUTES, ANY INVENTION CONCEIVED EXCLUSIVELY BY THE EMPLOYEES OF THE SUB-RECIPIENT SHALL BECOME THE SOLE PROPERTY OF THE SUB-RECIPIENT. IN THE CASE OF JOINT INVENTIONS, THAT IS INVENTIONS MADE JOINTLY BY ONE OR MORE EMPLOYEES OF BOTH PARTIES HERETO, EACH PARTY SHALL HAVE AN EQUAL, UNDIVIDED INTEREST IN AND TO SUCH JOINT INVENTIONS. THE DIVISION SHALL RETAIN A PERPETUAL, IRREVOCABLE, FULLY-

PAID, NONEXCLUSIVE LICENSE, FOR ITS USE AND THE USE OF ITS CONTRACTORS OF ANY RESULTING PATENTED, COPYRIGHTED OR TRADEMARKED WORK PRODUCTS, DEVELOPED SOLELY BY THE SUB-RECIPIENT, UNDER THIS AGREEMENT, FOR FLORIDA GOVERNMENT PURPOSES.

(25) LEGAL AUTHORIZATION

THE SUB-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 SUB- RECIPIENT ALSO CERTIFIES THAT THE UNDERSIGNED PERSON HAS THE AUTHORITY TO LEGALLY EXECUTE AND BIND SUB- RECIPIENT TO THE TERMS OF THIS AGREEMENT.

(26) EQUAL OPPORTUNITY EMPLOYMENT

A. IN ACCORDANCE WITH 41 C.F.R. §60-1.4(B), THE SUB-RECIPIENT HEREBY AGREES THAT IT WILL INCORPORATE OR CAUSE TO BE INCORPORATED INTO ANY CONTRACT FOR CONSTRUCTION WORK, OR MODIFICATION THEREOF, AS DEFINED IN THE REGULATIONS OF THE SECRETARY OF LABOR AT 41 CFR CHAPTER 60, WHICH IS PAID FOR IN WHOLE OR IN PART WITH FUNDS OBTAINED FROM THE FEDERAL GOVERNMENT OR BORROWED ON THE CREDIT OF THE FEDERAL GOVERNMENT PURSUANT TO A GRANT, CONTRACT, LOAN INSURANCE, OR GUARANTEE, OR UNDERTAKEN PURSUANT TO ANY FEDERAL PROGRAM INVOLVING SUCH GRANT, CONTRACT, LOAN, INSURANCE, OR GUARANTEE, THE FOLLOWING EQUAL OPPORTUNITY CLAUSE:

DURING THE PERFORMANCE OF THIS CONTRACT, THE CONTRACTOR AGREES AS FOLLOWS:

I. THE CONTRACTOR WILL NOT DISCRIMINATE AGAINST ANY EMPLOYEE OR APPLICANT FOR EMPLOYMENT BECAUSE OF RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, OR NATIONAL ORIGIN. THE 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, SEXUAL ORIENTATION, GENDER IDENTITY, 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. THE 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.

II. THE 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, SEXUAL ORIENTATION, GENDER IDENTITY, OR NATIONAL ORIGIN.

III. THE CONTRACTOR WILL NOT DISCHARGE OR IN ANY OTHER MANNER DISCRIMINATE AGAINST ANY EMPLOYEE OR APPLICANT FOR EMPLOYMENT BECAUSE SUCH EMPLOYEE OR APPLICANT HAS INQUIRED ABOUT, DISCUSSED, OR DISCLOSED THE COMPENSATION OF THE EMPLOYEE OR APPLICANT OR ANOTHER EMPLOYEE OR APPLICANT. THIS PROVISION SHALL NOT APPLY TO INSTANCES IN WHICH AN EMPLOYEE WHO HAS ACCESS TO THE COMPENSATION INFORMATION OF OTHER EMPLOYEES OR APPLICANTS AS A PART OF SUCH EMPLOYEE'S ESSENTIAL JOB

FUNCTIONS DISCLOSES THE COMPENSATION OF SUCH OTHER EMPLOYEES OR APPLICANTS TO INDIVIDUALS WHO DO NOT OTHERWISE HAVE ACCESS TO SUCH INFORMATION, UNLESS SUCH DISCLOSURE IS IN RESPONSE TO A FORMAL COMPLAINT OR CHARGE, IN FURTHERANCE OF AN INVESTIGATION, PROCEEDING, HEARING, OR ACTION, INCLUDING AN INVESTIGATION CONDUCTED BY THE EMPLOYER, OR IS CONSISTENT WITH THE CONTRACTOR'S LEGAL DUTY TO FURNISH INFORMATION.

IV. THE 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 THE CONTRACTOR'S COMMITMENTS UNDER THIS SECTION, AND SHALL POST COPIES OF THE NOTICE IN CONSPICUOUS PLACES AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT.

V. THE 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.

VI. THE 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.

VII. IN THE EVENT OF THE CONTRACTOR'S NONCOMPLIANCE WITH THE NONDISCRIMINATION CLAUSES OF THIS CONTRACT OR WITH ANY OF THE

SAID RULES, REGULATIONS, OR ORDERS, THIS CONTRACT 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 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.

VIII. THE CONTRACTOR WILL INCLUDE THE PORTION OF THE SENTENCE IMMEDIATELY PRECEDING PARAGRAPH (1) AND THE PROVISIONS OF PARAGRAPHS

(1) THROUGH (8) 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 A 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.

B. THE SUB-RECIPIENT FURTHER AGREES THAT IT WILL BE BOUND BY THE ABOVE EQUAL OPPORTUNITY CLAUSE WITH RESPECT TO ITS OWN EMPLOYMENT PRACTICES WHEN IT PARTICIPATES IN FEDERALLY ASSISTED CONSTRUCTION WORK: PROVIDED, THAT IF THE APPLICANT SO PARTICIPATING IS A STATE OR LOCAL GOVERNMENT, THE ABOVE EQUAL OPPORTUNITY CLAUSE IS NOT APPLICABLE TO ANY AGENCY, INSTRUMENTALITY OR SUBDIVISION OF SUCH GOVERNMENT WHICH DOES NOT PARTICIPATE IN WORK ON OR UNDER THE CONTRACT.

C. THE SUB-RECIPIENT AGREES THAT IT WILL ASSIST AND COOPERATE ACTIVELY WITH THE ADMINISTERING AGENCY AND THE SECRETARY OF LABOR IN OBTAINING THE COMPLIANCE OF CONTRACTORS AND

SUBCONTRACTORS WITH THE EQUAL OPPORTUNITY CLAUSE AND THE RULES, REGULATIONS, AND RELEVANT ORDERS OF THE SECRETARY OF LABOR, THAT IT WILL FURNISH THE ADMINISTERING AGENCY AND THE SECRETARY OF LABOR SUCH INFORMATION AS THEY MAY REQUIRE FOR THE SUPERVISION OF SUCH COMPLIANCE, AND THAT IT WILL OTHERWISE ASSIST THE ADMINISTERING AGENCY IN THE DISCHARGE OF THE AGENCY'S PRIMARY RESPONSIBILITY FOR SECURING COMPLIANCE.

D. THE SUB-RECIPIENT FURTHER AGREES THAT IT WILL REFRAIN FROM ENTERING INTO ANY CONTRACT OR CONTRACT MODIFICATION SUBJECT TO EXECUTIVE ORDER 11246 OF SEPTEMBER 24, 1965, WITH A CONTRACTOR DEBARRED FROM, OR WHO HAS NOT DEMONSTRATED ELIGIBILITY FOR, GOVERNMENT CONTRACTS AND FEDERALLY ASSISTED CONSTRUCTION CONTRACTS PURSUANT TO THE EXECUTIVE ORDER AND WILL CARRY OUT SUCH SANCTIONS AND PENALTIES FOR VIOLATION OF THE EQUAL OPPORTUNITY CLAUSE AS MAY BE IMPOSED UPON CONTRACTORS AND SUBCONTRACTORS BY THE ADMINISTERING AGENCY OR THE SECRETARY OF LABOR PURSUANT TO PART II, SUBPART D OF THE EXECUTIVE ORDER. IN ADDITION, THE SUB-RECIPIENT AGREES THAT IF IT FAILS OR REFUSES TO COMPLY WITH THESE UNDERTAKINGS, THE ADMINISTERING AGENCY MAY TAKE ANY OR ALL OF THE FOLLOWING ACTIONS: CANCEL, TERMINATE, OR SUSPEND IN WHOLE OR IN PART THIS GRANT (CONTRACT, LOAN, INSURANCE, GUARANTEE); REFRAIN FROM EXTENDING ANY FURTHER ASSISTANCE TO THE SUB-RECIPIENT UNDER THE PROGRAM WITH RESPECT TO WHICH THE FAILURE OR REFUND OCCURRED UNTIL SATISFACTORY ASSURANCE OF FUTURE COMPLIANCE HAS BEEN RECEIVED FROM SUCH SUB-RECIPIENT; AND REFER THE CASE TO THE DEPARTMENT OF JUSTICE FOR APPROPRIATE LEGAL PROCEEDINGS.

(27) COPELAND ANTI-KICKBACK ACT

THE SUB-RECIPIENT HEREBY AGREES THAT, UNLESS EXEMPT UNDER FEDERAL LAW, IT WILL INCORPORATE OR CAUSE TO BE INCORPORATED INTO ANY CONTRACT FOR CONSTRUCTION WORK, OR MODIFICATION THEREOF, THE FOLLOWING CLAUSE:

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 CONTRACT.

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.

(28) CONTRACT WORK HOURS AND SAFETY STANDARDS

IF THE SUB-RECIPIENT, WITH THE FUNDS AUTHORIZED BY THIS AGREEMENT, ENTERS INTO A CONTRACT THAT EXCEEDS \$100,000 AND INVOLVES THE EMPLOYMENT OF MECHANICS OR LABORERS, THEN ANY SUCH CONTRACT MUST INCLUDE A PROVISION FOR COMPLIANCE WITH 40 U.S.C. 3702 AND 3704, AS SUPPLEMENTED BY DEPARTMENT OF LABOR REGULATIONS (29 CFR PART 5). UNDER 40 U.S.C. 3702 OF THE ACT, EACH CONTRACTOR MUST BE REQUIRED TO COMPUTE THE WAGES OF EVERY MECHANIC AND LABORER ON THE BASIS OF A STANDARD WORK WEEK OF 40 HOURS. WORK IN EXCESS OF THE STANDARD WORK WEEK IS PERMISSIBLE PROVIDED THAT THE WORKER IS COMPENSATED AT A RATE OF NOT LESS THAN ONE AND A HALF TIMES THE BASIC RATE OF PAY FOR ALL HOURS WORKED IN EXCESS OF 40 HOURS IN THE WORK WEEK. THE REQUIREMENTS OF 40 U.S.C. 3704 ARE APPLICABLE TO CONSTRUCTION WORK AND PROVIDE THAT NO LABORER OR MECHANIC MUST BE REQUIRED TO WORK IN SURROUNDINGS OR UNDER WORKING CONDITIONS WHICH ARE UNSANITARY, HAZARDOUS OR DANGEROUS. THESE REQUIREMENTS DO NOT APPLY TO THE PURCHASES OF SUPPLIES OR MATERIALS OR ARTICLES ORDINARILY AVAILABLE ON THE OPEN MARKET, OR CONTRACTS FOR TRANSPORTATION.

(29) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

IF THE SUB-RECIPIENT, WITH THE FUNDS AUTHORIZED BY THIS AGREEMENT, ENTERS INTO A CONTRACT THAT EXCEEDS \$150,000, THEN ANY SUCH CONTRACT MUST INCLUDE THE FOLLOWING PROVISION:

CONTRACTOR AGREES TO COMPLY WITH ALL APPLICABLE STANDARDS, ORDERS OR REGULATIONS ISSUED PURSUANT TO THE CLEAN AIR ACT (42 U.S.C. 7401-7671Q) AND THE FEDERAL WATER POLLUTION CONTROL ACT AS AMENDED (33 U.S.C.

1251-1387), AND WILL REPORT VIOLATIONS TO FEMA AND THE REGIONAL OFFICE OF THE ENVIRONMENTAL PROTECTION AGENCY (EPA).

(30) SUSPENSION AND DEBARMENT

IF THE SUB-RECIPIENT, WITH THE FUNDS AUTHORIZED BY THIS AGREEMENT, ENTERS INTO A CONTRACT, THEN ANY SUCH CONTRACT MUST INCLUDE THE FOLLOWING PROVISIONS:

I. 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 TO VERIFY THAT NONE OF THE CONTRACTOR, ITS PRINCIPALS (DEFINED AT 2 C.F.R. § 180.995), OR 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).

II. THE CONTRACTOR MUST 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 INTO.

III. THIS CERTIFICATION IS A MATERIAL REPRESENTATION OF FACT RELIED UPON BY THE DIVISION. 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 THE DIVISION, THE FEDERAL GOVERNMENT MAY PURSUE AVAILABLE REMEDIES, INCLUDING BUT NOT LIMITED TO SUSPENSION AND/OR DEBARMENT.

IV. THE BIDDER OR PROPOSER AGREES TO COMPLY WITH THE REQUIREMENTS OF 2 C.F.R. PT. 180, SUBPART C AND 2 C.F.R. PT. 3000, SUBPART C WHILE THIS OFFER IS VALID AND THROUGHOUT THE PERIOD OF ANY CONTRACT THAT MAY ARISE FROM THIS OFFER. THE BIDDER OR PROPOSER FURTHER AGREES TO INCLUDE A PROVISION REQUIRING SUCH COMPLIANCE IN ITS LOWER TIER COVERED TRANSACTIONS.

(31) BYRD ANTI-LOBBYING AMENDMENT

IF THE SUB-RECIPIENT, WITH THE FUNDS AUTHORIZED BY THIS AGREEMENT, ENTERS INTO A CONTRACT, THEN ANY SUCH CONTRACT MUST INCLUDE THE FOLLOWING CLAUSE:

BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED). CONTRACTORS WHO APPLY OR BID FOR AN AWARD OF \$100,000 OR MORE SHALL FILE THE REQUIRED CERTIFICATION. EACH TIER CERTIFIES TO THE

TIER ABOVE THAT IT WILL NOT AND HAS NOT USED 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. EACH TIER SHALL ALSO DISCLOSE ANY LOBBYING WITH NON- FEDERAL FUNDS THAT TAKES PLACE IN CONNECTION WITH OBTAINING ANY FEDERAL AWARD. SUCH DISCLOSURES ARE FORWARDED FROM TIER TO TIER UP TO THE RECIPIENT.

(32) CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

A. IF THE SUB-RECIPIENT, WITH THE FUNDS AUTHORIZED BY THIS AGREEMENT, SEEKS TO PROCURE GOODS OR SERVICES, THEN, IN ACCORDANCE WITH 2 C.F.R. §200.321, THE SUB-RECIPIENT SHALL TAKE THE FOLLOWING AFFIRMATIVE STEPS TO ASSURE THAT MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS ARE USED WHENEVER POSSIBLE:

I. PLACING QUALIFIED SMALL AND MINORITY BUSINESSES AND WOMEN'S BUSINESS ENTERPRISES ON SOLICITATION LISTS;

II. ASSURING THAT SMALL AND MINORITY BUSINESSES, AND WOMEN'S BUSINESS ENTERPRISES ARE SOLICITED WHENEVER THEY ARE POTENTIAL SOURCES;

III. DIVIDING TOTAL REQUIREMENTS, WHEN ECONOMICALLY FEASIBLE, INTO SMALLER TASKS OR QUANTITIES TO PERMIT MAXIMUM PARTICIPATION BY SMALL AND MINORITY BUSINESSES, AND WOMEN'S BUSINESS ENTERPRISES;

IV. ESTABLISHING DELIVERY SCHEDULES, WHERE THE REQUIREMENT PERMITS, WHICH ENCOURAGE PARTICIPATION BY SMALL AND MINORITY BUSINESSES, AND WOMEN'S BUSINESS ENTERPRISES;

V. USING THE SERVICES AND ASSISTANCE, AS APPROPRIATE, OF SUCH ORGANIZATIONS AS THE SMALL BUSINESS ADMINISTRATION AND THE MINORITY BUSINESS DEVELOPMENT AGENCY OF THE DEPARTMENT OF COMMERCE; AND

VI. REQUIRING THE PRIME CONTRACTOR, IF SUBCONTRACTS ARE TO BE LET, TO TAKE THE AFFIRMATIVE STEPS LISTED IN PARAGRAPHS I. THROUGH V. OF THIS SUBPARAGRAPH.

B. THE REQUIREMENT OUTLINED IN SUBPARAGRAPH A. ABOVE, SOMETIMES REFERRED TO AS “SOCIOECONOMIC CONTRACTING,” DOES NOT IMPOSE AN OBLIGATION TO SET ASIDE EITHER THE SOLICITATION OR AWARD OF A CONTRACT TO THESE TYPES OF FIRMS. RATHER, THE REQUIREMENT ONLY IMPOSES AN OBLIGATION TO CARRY OUT AND DOCUMENT THE SIX AFFIRMATIVE STEPS IDENTIFIED ABOVE.

C. THE “SOCIOECONOMIC CONTRACTING” REQUIREMENT OUTLINES THE AFFIRMATIVE STEPS THAT THE SUB-RECIPIENT MUST TAKE; THE REQUIREMENTS DO NOT PRECLUDE THE SUB-RECIPIENT FROM UNDERTAKING ADDITIONAL STEPS TO INVOLVE SMALL AND MINORITY BUSINESSES AND WOMEN’S BUSINESS ENTERPRISES.

D. THE REQUIREMENT TO DIVIDE TOTAL REQUIREMENTS, WHEN ECONOMICALLY FEASIBLE, INTO SMALLER TASKS OR QUANTITIES TO PERMIT MAXIMUM PARTICIPATION BY SMALL AND MINORITY BUSINESSES, AND WOMEN’S BUSINESS ENTERPRISES, DOES NOT AUTHORIZE THE SUB-RECIPIENT TO BREAK A SINGLE PROJECT DOWN INTO SMALLER COMPONENTS IN ORDER TO CIRCUMVENT THE MICRO-PURCHASE OR SMALL PURCHASE THRESHOLDS SO AS TO UTILIZE STREAMLINED ACQUISITION PROCEDURES (E.G. “PROJECT SPLITTING”).

(33) ASSURANCE THE SUB-RECIPIENT SHALL COMPLY WITH ANY STATEMENT OF ASSURANCES INCORPORATED ASA