

Gene R. Blackwelder Dist. No. 1 Fernandina Beach John F. Claxton

James E. Testone

Charles A Pickett

Dist. No. 2 Fernandina Beach

Dist. No. 3 Yulee Dist. No. 4 Hilliard Dist. No. 5 Callahan

> T.J. "Jerry" GREESON Ex-Officio Clerk

MICHAEL S. MULLIN County Attorney

April 30, 1987

Mr. Robert G. Nave Assistant Director Department of Community Affairs Division of Emergency Management 2571 Executive Center Circle East Tallahassee, FL 32301

Dear Mr. Nave:

Attached please find three copies of the FY-87 Emergency Management Assistance agreement between the Department of Community Affairs and Nassau County executed by the Chairman of the Board on April 28, 1987.

As soon as these documents are executed by your office, we would appreciate receiving a fully executed copy for our records.

Thank you for your assistance in this matter.

Sincerely.

T. J. "Jerry" Greeson Ex - Officio Clerk

TJG: jb

Enclosure

MEETING

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CTION: 4

STATE OF FLORIDA DEPARTMENT OF COMMUNITY AFFAIRS

2571 EXECUTIVE CENTER CIRCLE, EAST ● TALLAHASSEE, FLORIDA 32301

Bob Martinez

TOM LEWIS, JR.

JANI 1 5 1987

January 14, 1987

Mr. Terry Griffin, Director Nassau County Department of Emergency Services 11 North 14th Street, Room 114 Fernandina Beach, Florida 32034

Dear Mr. Griffin:

Enclosed are three copies of the FY-87 Emergency Management Assistance (EMA) agreement between the Department of Community Affairs and Nassau County. The County's FY-87 allocation for this contract period is \$18,307.00.

This year's agreement has been revised to allow the County to transfer up to 20% of the total allocation from one cost category to another as long as the cumulative amount does not exceed the total budget allocation. This increased flexibility should reduce the number of budget modifications and should help to eliminate the need for turnback funds at the end of the fiscal year.

In order to expedite the execution of your EMA agreement, please return three signed copies of the agreement to this office. Each copy must have an original signature of the authorized county official (in most cases this will be the Chairman of the County Commission). If the agreement is signed by someone other than the authorized official, a letter giving that person signing authority must be included. An executed copy of your agreement will be returned to you for your files.

EMERGENCY MANAGEMENT . HOUSING AND COMMUNITY DEVELOPMENT . RESOURCE PLANNING AND MANAGEMENT

Mr. Terry Griffin January 14, 1987 Page Two

If additional information or clarification is required on this year's EMA agreement, please contact Ted Keith at the Department of Community Affairs, Division of Emergency Management, 1720 South Gadsden Street, Tallahassee, Florida 32399, (904) 487-4918.

Sincerely,

Robert q. mave

Robert G. Nave Assistant Director

RGN/rp

Enclosures

cc: Russ Camarda



STATE OF FLORIDA DEPARTMENT OF COMMUNITY AFFAIRS

2571 EXECUTIVE CENTER CIRCLE, EAST • TALLAHASSEE, FLORIDA 32301

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EMERGENCY MANAGEMENT . HOUSING AND COMMUNITY DEVELOPMENT . RESOURCE PLANNING AND MANAGEMENT

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Mr. Terry Griffin January 14, 1987 Page Two

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Sincerely,

Robert q. mare

Robert G. Nave Assistant Director

RGN/rp

Enclosures

cc: Russ Camarda

AGREEMENT BETWEEN THE STATE OF FLORIDA DEPARTMENT OF COMMUNITY AFFAIRS AND

NASSAU COUNTY							
	NAME	OF	SUBGRANTEE)	_			

This Agreement, entered into between the <u>Department of Community Affairs</u> (Grantee) and <u>Nassau County</u> (Subgrantee), shall govern certain emergency management related activities to be financed by the Grantee.

THEREFORE, the parties agree as follows:

1. TERMS OF AGREEMENT

- a. This Agreement shall commence on October 1, 1986 and shall continue in full force and effect to and including September 30, 1987.
- b. The Grantee agrees to allocate the Subgrantee the maximum sum of \$18,307.00 /50% which the Subgrantee will match with \$18,307.00 /50% for a total subgrant of \$36,614.00 /100% for the successful completion of the items of performance agreed to herein.
- c. It is agreed that liability of the Grantee under this Agreement shall not exceed the total funds received by the Grantee for this purpose.
- d. The Grantee or Subgrantee may terminate this Agreement for breach of contract or in the event of non-availability of funds with such notice as is reasonable under the circumstances. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. Either party may terminate this Agreement without cause by giving 30 days notice to the other party.
- e. The Grantee or Subgrantee may, from time to time, request changes in the services to be provided under this Agreement or in the operating budget. Such requested changes, except as provided for in Paragraph II b, must be submitted in writing, agreed to and signed by both parties in order to amend this Agreement.

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requirements of this Agreement, shall comply with applicable laws, rules, regulations, ordinances and codes of the federal, state and local governments.

II. REQUIREMENTS AND ASSURANCES

- a. General Provisions. The Subgrantee hereby assures and certifies that it will comply with regulations, policies, guidelines, and requirements including 44 CFR Part 302, CPG 1-3 and 1-5, OMB Circular No. A-87 and A-128 as they relate to application, acceptance and use of federal funds.
- b. Budget Summary. The Subgrantee will comply with the attached "Budget Summary" which is incorporated herein by reference as Exhibit A and which must be approved by the Grantee prior to expenditure of funds by the Subgrantee. Changes within individual budget line items may be made at the discretion of the Subgrantee, without Grantee approval, as long as the cumulative amounts do not exceed twenty percent (20%) of the total agreement amount. Under no circumstances can the changes increase the total budget allocation.
- c. Scope of Work. The Subgrantee will comply with the "Scope of Work" describing the activities/projects to be accomplished under this Emergency Management Assistance (EMA) Agreement. Such scope of work is attached to and incorporated herein as Exhibit B.
- d. Reports. Financial and progress reports must be submitted on a quarterly basis. Progress reports are due within 15 days after the end of each quarter. Financial reports are due within 45 days after the end of each quarter. A final financial report, serving as the close-out report, is due within 45 days after the termination of this Agreement. The Subgrantee shall not receive reimbursement for quarterly expenditures until the quarterly progress report is received by the Grantee.
- e. Fiscal and Program Accountability. The Subgrantee must establish fiscal control of subgrant funds and required matching expenditures. All monies spent on this project will be disbursed in accordance with provisions of the budget summary as approved by the Grantee. The Subgrantee acknowledges that it has full responsibility for fiscal and programmatic accountability for this subgrant. In the event the Subgrantee is unable to produce records capable of being audited without reconstruction by Auditors, all funds paid under this Agreement by the Grantee to the Subgrantee shall be disallowed and subject to repayment. The accounting system established and maintained by the Subgrantee must have internal controls adequate to safeguard the assets of the-Subgrantee, check the accuracy and reliability of accounting data, promote operating efficiency and encourage compliance with described management policies of this Agreement.

- f. Recording and Documentation of Receipts and Expenditures. Accounting procedures must provide for an accurate and timely recording of receipt of funds by type of expenditures made from such funds and of unexpended balances. Accounting procedures must be adequate to ensure that expenditures charged to this subgrant are for allowable purposes and that documentation is readily available to verify that such charges are accurate.
- g. Unexpended Funds. Unexpended funds which are reflected on the final financial report referred to in Paragraph II d above will automatically revert to the Grantee and the Grantee reserves the right to unilaterally re-obligate such funds.
- h. <u>Utilization and Payment of Funds</u>. Funds awarded are to be expended in accordance with the Subgrantee's approved budget summary and scope of work. Payments to the Subgrantee will be made on a quarterly basis in accordance with approved expenditure reports submitted by the Subgrantee.
- i. Obligation of Grant Funds. Subgrant funds shall not be obligated prior to the effective date or subsequent to the termination date of the subgrant period. Obligations outstanding as of the termination date shall be liquidated within 45 days. Such obligations must be related to goods or services provided and utilized within the subgrant period.
- j. Audit. The audit requirements as set forth in OMB A-128, Audits of State and Local Governments (attached hereto and incorporated herein as Exhibit C) are to be adhered to by the Subgrantee. These requirements shall be utilized in negotiating contracts with independent auditors.
- k. Retention of Records. The Subgrantee shall maintain all records, documents and files pertaining to this Agreement for a period of three years from the date of conclusion of the Agreement unless informed by the Grantee that said records may be disposed of earlier. Access to those records must be provided at reasonable times to the Grantee and its employees and agents and to the federal grant agency, its employees and agents.
- l. <u>Legal Authorization</u>. The Subgrantee certifies with respect to this subgrant that it possesses legal authority to apply for the grant and that the applicant's governing body has adopted a resolution which authorized the execution and acceptance of the Agreement with all understandings and assurances contained herein; and names the authorized official signing below to act in connection with this Agreement.

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1 Annual Control

The Subgrantee acknowledges that the responsibility for complying with the approved subgrant award rests with the recipient Subgrantee and acknowledges that failure to do so constitutes grounds for the recession or suspension of this subgrant and may influence future subgrant awards.

IN WITNESS HEREOF, the Grantee and the Subgrantee have executed this Agreement;

FOR THE SUBGRANTEE:	FOR THE GRANTEE: STATE OF FLORIDA DEPARTMENT OF COMMUNITY AFFAIRS		
BY: Sur f Rechalfelle Authorized County Official	BY: Authorized Department Official		
Gene R. Blackwelder, Chairman	Gordon L. Guthrie Division Director		
Mame/Title	Name/Title		
April 28, 1987			
Date ·	Date		

Fed. Employer Identification #

County

Cost Category	Budget Requested	Budget Approved	Amended Budget
1. Salary & Fringe Benefits	\$47.398.00	\$36,614.00	
2. Travel	-0-	-0-	•
3. Administrative Expenses	-0-	-0-) , *
4. TOTAL	\$47,398.00	\$36,614.00	
5. Federal Share	\$23,699.00	\$18,307.00	
6. Local Share	\$23,699.00	\$18,307.00	

^{*}Any item purchased in excess of \$500 must have <u>prior written approval</u> from the Division of Emergency Management.

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WHITEIT B . SCOLF OF MOVE

Nassau

County

	Catagory/Item Q	uarter to b Completed	
		Completed	Action(s)
ι.	Complete and submit an updated Hazard Identification, Capability Assessment/Multi-Year Development Plan (HICA/MYDP).	3rd	
2.	Perform and submit a triennially reviewed Peacetime Emergency Plan in accordance with Rules 9G-6 & 7.	4th	•
5.	Attend the Emergency Management Agency Workshop.	As scheduled	
1.	Complete and submit to DEM a 5-year exercise schedule.	4th	
;.	Exercise the county emergency operations plan via a:		
	a. Tabletop Exercise and	2nd	
	b. Functional Exercise.	4th	
j.	Attend the Exercise Design Course, if available.	As scheduled	
7.	Perform inspection and operational tests of radiological instrument kits, and coordinate exchange of the defective kits with the State Radiological Instrument Maintenance and Calibration Facility.	3rd	
3.	Implement and maintain current registration of people with special needs in accordnace with F.S. 252.	A11	
9.	Complete and submit to DEM the Radiological Protection Data Base (RPDB-001) form during March 1987.	2nd	• •
•	•		

Nassau County

Quarter to be Catagory/Item Completed Action(s) Develop and maintain a public education program providing 0. required essential emergency information to the media and public through: Public Speaking a. ь. Media Presentations Handout distributions c.