



**STATE OF FLORIDA
DEPARTMENT OF COMMUNITY AFFAIRS**

2740 CENTERVIEW DRIVE • TALLAHASSEE, FLORIDA 32399

BOB MARTINEZ
Governor

THOMAS G. PELHAM
Secretary

March 11, 1988

Mr. James A. Graves, Director
Nassau County Department of
Emergency Services
11 North 14 Street, Box 12
Fernandina Beach, Florida 32034-0494

Dear Mr. Graves:

Enclosed is a copy of your executed FY-88 Emergency Management Assistance (EMA) agreement for your files. As stated in your agreement, quarterly financial reports are due within 45 days after the end of each quarter. Enclosed is FEMA Form 85-21 to be used in claiming reimbursement under your EMA agreement. Please make copies of the form for requesting funds as needed.

If additional assistance is needed, please contact Mr. Ted Keith at (904) 487-4918.

Sincerely,

A handwritten signature in cursive script, appearing to read "Gordon L. Guthrie".

Gordon L. Guthrie
Director

GLG:ahp

Enclosures

cc: Russ Camarda

RECEIVED
MAR 14 1988

**NASSAU COUNTY
EMERGENCY SERVICES**

AGREEMENT
BETWEEN THE STATE OF FLORIDA
DEPARTMENT OF COMMUNITY AFFAIRS
AND

RECEIVED
MAR 11 1988

**NASSAU COUNTY
EMERGENCY SERVICES**

Nassau County
(NAME OF SUBGRANTEE)

This Agreement, entered into between the Department of Community Affairs (Grantee) and Nassau County (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, 1987 and shall continue in full force and effect to and including September 30, 1988.

b. The Grantee agrees to allocate the Subgrantee the maximum sum of \$18,279.68 /50% which the Subgrantee will match with \$18,279.68 /50% for a total subgrant of \$36,559.36 /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.

f. The Subgrantee, in performing the 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. Utilization and Payment of Funds. 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. Legal Authorization. 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.

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:

BY: Charles A. Pickett
Authorized County Official

Charles A. Pickett, Chairman
Board of County Commissioners
Nassau County

Name/Title

February 16, 1988

Date

59-1863042

Fed. Employer Identification #

FOR THE GRANTEE:

STATE OF FLORIDA
DEPARTMENT OF COMMUNITY AFFAIRS

BY: Gordon L. Guthrie
Authorized Department Official

Gordon L. Guthrie
Division Director

Name/Title

3-10-89

Date

Exhibit A - Budget Summary

NASSAU

County

Cost Category	Budget Requested	Budget Approved	Amended Budget
1. Salary & Fringe Benefits	\$40,879.20	\$36,559.36	
2. Travel	-0-	-0-	
3. Administrative Expenses	-0-	-0-	
4. TOTAL	40,879.20	36,559.36	
5. Federal Share	20,439.60	18,279.68	
6. Local Share	\$20,439.60	18,279.68	

*Any item purchased in excess of \$500 must have prior written approval from the Division of Emergency Management.

EXHIBIT B

NASSAU

County

Quarter

to be

Completed

(Leave Blank)

Category/Item	Completed
1. Complete and submit an updated Hazard Identification, Capability Assessment Multi-Year Development Plan (HICA/MYDP)	2nd
2. Submit PEP triennial. Extension granted until April 1988	2nd
3. Attend the Emergency Management Agency Workshop.	2nd
4. Complete and submit to DEM a 5-year exercise schedule	2nd
5. Exercise the county emergency operations plan via a:	
a. 2 tabletop exercises and	4th
b. Functional exercise.	4th
6. Attend the Exercise Design Course	3rd
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.	1st
8. Implement and maintain current registration of people with special needs in accordance with F.S. 252.	All
9. Complete and submit to DEM the Radiological Protection Data Base (RPDB-001) form during March 1987.	1st
10. Develop and maintain a public education program providing essential emergency information to the media and public through:	
a. Public Speaking	
b. Media Presentations	
c. Handout distributions	

FEDERAL EMERGENCY MANAGEMENT AGENCY
STATE AND LOCAL EXPENDITURES
EMERGENCY MANAGEMENT ASSISTANCE

STATE NUMBER
(For state use only)

FEMA NUMBER
(For FEMA use only)

O.M.B. No. 3067-0080
Expires July 1986

IN SUBMITTING THIS REPORT, THE STATE REPRESENTS THAT JUSTIFICATION TO SUPPORT THESE EXPENDITURES IS CONTAINED IN THE STATE WORKPLAN APPROVED BY FEMA OR IN STATE - APPROVED WORKPLANS OF LOCAL JURISDICTIONS. IT IS UNDERSTOOD THAT FAILURE TO EXECUTE THE ELEMENTS OF THOSE WORKPLANS MAY RESULT IN WITHHOLDING OR RECOVERY OF FUNDS BY FEMA PROVIDED THEREFOR.

ORGANIZATION <i>(As on FEMA Form 85-16)</i>	STATE	DATE	PERIOD COVERED		CHECK NO. OR OTHER PROOF OF PAYMENT
			FROM	THROUGH	
CLAIMANT AGENCY OR VENDOR	COST CATEGORIES			TOTAL	
	PERSONNEL COMPENSATION AND BENEFITS	TRAVEL AND TRANSPORTATION OF PERSONS	ALL OTHER		
TOTAL AMOUNTS EXPENDED					
FEDERAL SHARE					