

AGREEMENT
BETWEEN THE STATE OF FLORIDA
DEPARTMENT OF COMMUNITY AFFAIRS
AND

NASSAU COUNTY

This Agreement entered into by and 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, in consideration of the mutual promises and covenants herein contained, the parties agree as follows:

I. TERMS OF AGREEMENT

A. This Agreement shall begin on October 1, 1993, and shall continue in full force and effect to, and including, September 30, 1994.

B. The Grantee agrees to allocate the Subgrantee the maximum sum of \$24,874 which the Subgrantee will match with \$24,874 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, and subject to any modification in accordance with Chapter 216, Florida Statutes. Either party may terminate this Agreement without cause by giving thirty (30) days written notice to the other party.

E. 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 (Code of Federal Regulations) Part 13 ("Common Rule"), 44 CFR Part 302, the current versions of the Federal Emergency Management Agency Civil Preparedness Guide (CPG) 1-3, 1-5 and 1-32, Office of Management and Budget (OMB) Circulars A-87, A-102 and A-128 as they relate to application, acceptance and use of federal funds under this agreement.

B. Lobbying.

1. The Subgrantee certifies, by their signature to this Agreement, that to the best of his or her knowledge and belief that no federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of 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.

2. Pursuant to Section 216.347, Florida Statutes, the Subgrantee agrees that no funds from this Agreement will be expended for the purpose of lobbying the Legislature or a state agency.

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 A.

D. Compensation and Financial Reporting Requirements.

1. The Subgrantee shall use the funds available from this Agreement to pay for Emergency Management Assistance administrative expenditures in accordance with CPG 1-3; August, 1992, Chapter 2, Part 15 and CPG 1-32. The Subgrantee shall be reimbursed for costs incurred in the satisfactory performance of work hereunder in an amount not to exceed the total allocation shown in Paragraph I.B. of this Agreement. Funds will be released on a quarterly basis with the maximum quarterly release not to exceed one-fourth (1/4) of the total Agreement amount or as otherwise approved by the Grantee.

2. Administrative Expenditure and Progress Reports must be submitted to Grantee on a quarterly basis. Progress reports are due within fifteen (15) days after the end of each quarter. Administrative Expenditure Reports are due within thirty (30) days after the end of each quarter. A final Administrative Expenditure Report, serving as the close-out report, is due within forty-five (45) days after the termination of this Agreement. The Subgrantee shall not receive reimbursement for quarterly expenditures until the quarterly progress report is received and approved by the Grantee.

E. Fiscal and Program Accountability. The Subgrantee must establish fiscal control of subgrant funds and required matching expenditures as required in FEMA regulations, CPG and OMB Circulars. 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 ensure 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. Failure to create and maintain said documentation may result in the disallowance and recovery of funds.

G. Unexpended Funds. Unexpended funds which are reflected on the final Administrative Expenditure Report referred to in Paragraph II.D. above, will automatically revert to the Grantee and the Grantee reserves the right to unilaterally reobligate such funds.

H. 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 forty-five (45) days. Such obligations must be related to goods or services provided and utilized within the subgrant period.

I. Retention of Records.

1. All original records pertinent to this Agreement shall be retained by the Subgrantee for three years following the date of termination of this Agreement or of submission of the final close-out report, whichever is later. However, if any litigation, claim or audit is started before the expiration of the three-year period and extends beyond the three-year period, the records will be maintained until all litigation, claims or audit findings involving the records have been resolved.

2. All records, including supporting documentation of all program costs, shall be sufficient to determine compliance with the requirements and objectives of the Scope of Work and all other applicable laws and regulations.

3. The Subgrantee, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to the Grantee, its employees, and agents. "Reasonable" shall be construed according to the circumstances but ordinarily shall mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by the Grantee.

J. Audit Requirements. The Subgrantee agrees to maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement.

1. These records shall be available at all reasonable times for inspection, review, or audit by state personnel and other personnel duly authorized by the Grantee. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

2. The Subgrantee shall also provide the Grantee with the records, reports or financial statements upon request for the purposes of auditing and monitoring the funds awarded under this Agreement.

3. The Subgrantee shall provide the Grantee with an annual financial audit report which meets the requirements of Sections 11.45 and 216.349, Florida Statutes, and Chapter 10.550, Rules of the Auditor General, and to the extent applicable, the Single Audit Act of 1984, 31 U.S.C. ss. 7501-7507, OMB Circulars A-128 and A-133 for the purposes of auditing and monitoring the funds awarded under this Agreement.

4. The annual financial audit report shall include all management letters and the Subgrantee's response to all findings, including corrective actions to be taken.

5. The annual financial audit report shall include a schedule of financial assistance specifically identifying all Agreement and grant revenue by sponsoring agency and Agreement number.

6. The complete financial audit report, including all items specified in J.4. and 5. above, is due on or before April 30, 1994 and shall be sent directly to:

Department of Community Affairs
Office of Audit Services
2740 Centerview Drive
Tallahassee, Florida 32399-2100

7. In the event the audit shows that the entire amount of awarded funds, or any portion thereof, were not spent in accordance with the conditions of this Agreement, the Subgrantee shall be held liable for reimbursement to the Grantee of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Grantee has notified the Subgrantee of such non-compliance.

8. The Subgrantee shall have all audits completed by an independent public accountant (IPA) who shall either be a certified public accountant or a public accountant licensed under Chapter 473, Florida Statutes. The IPA shall state that the audit complied with the applicable provisions noted above.

K. Modification of Agreement. Either party may request modification of the provisions of this Agreement. Changes which are mutually agreed upon shall be valid only when reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement.

L. Notice and Contact.

1. All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, or first class, certified mail, return receipt requested, to the representative identified below and said notification attached to the original of this Agreement.

2. The Representative of the Grantee is the Grantee contract manager for this Agreement, Joseph F. Myers, Director, Division of Emergency Management.

3. The Representative of the Subgrantee responsible for the administration of this Agreement is the County's Authorized Official who executes this Agreement.

4. In the event that different representatives are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be rendered as provided in L.1. above.

M. Subcontracts.

1. If the Subgrantee subcontracts any or all of the work required under this Agreement, the Subgrantee agrees to include in the subcontract that the subcontractor is bound by the terms and conditions of this Agreement with the Grantee.

2. To the extent permitted by law, The Subgrantee agrees to include in the subcontract that the subcontractor shall hold the Grantee and Subgrantee 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.

3. If the Subgrantee subcontracts, a copy of the executed subcontract must be forwarded to the Grantee within ten (10) days after execution.

III. MISCELLANEOUS REQUIREMENTS

A. Bills for fees or other compensation for services or expenses must be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

B. Bills for any travel expenses must be submitted in accordance with Section 112.061, Florida Statutes.

C. Units of deliverables, including reports, findings, and drafts as specified in Paragraph II.C. of this Agreement, must be received and accepted by the contract manager prior to payment.

D. The Subgrantee must comply with the criteria and final date by which criteria must be met for completion of this Agreement as specified in Paragraph I.A. of this Agreement.

E. The Grantee may unilaterally cancel this agreement for refusal by the Subgrantee to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Subgrantee in conjunction with this Agreement. It is expressly understood that substantial evidence of the Subgrantee's refusal to comply with this provision shall

constitute a breach of contract.

IV. LEGAL AUTHORIZATION

The Subgrantee certifies with respect to this Agreement that it possesses legal authority to receive the funds to be provided under this Agreement. The Subgrantee also certifies that the undersigned possesses the authority to legally execute and bind Subgrantee to the terms of this Agreement.

The Subgrantee acknowledges that the responsibility for complying with the approved subgrant award rests with the 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 WHEREOF, the Grantee and the Subgrantee have executed this Agreement;

FOR THE SUBGRANTEE:

BY: 
Authorized County Official

John A. Crawford, Chairman
Name/Title

February 28, 1994
Date

FOR THE GRANTEE:

STATE OF FLORIDA
DEPARTMENT OF COMMUNITY AFFAIRS

BY: 
Authorized Department Official

Joseph F. Myers/Division Director
Name/Title

3-22-94
Date

Federal Employer ID # 59 186 3042

Catalog of Federal Domestic Assistance Number and Program
CFDA # 83.503 Emergency Management Assistance (EMA)

EXHIBIT A
FY-94 EMA SCOPE OF WORK

NASSAU COUNTY

Quarter Reporting: _____ **First**
 _____ **Second**

_____ **Third**
 _____ **Fourth**

CATEGORY / ITEM	QUARTER TO BE COMPLETED	STATUS
1. Complete the Comprehensive Hazard Identification Program (CHIP) Database.	<u>4th</u>	
2. Request a Public Officials Conference.	<u>4th</u>	
3. Begin integration of the elements of the County Comprehensive Emergency Management Plan into a single "all-hazards" document which is consistent with the State Comprehensive Emergency Management Plan.		
a. Identify common functional areas (i.e. communications, transportation, sheltering, law enforcement) for emergency response and recovery and outline responsibilities for each function.	<u>4th</u>	
b. Designate lead and support agencies for each functional area and assign responsibilities to each. Develop operational procedures which outline each agency's emergency functions and activities to fulfill these responsibilities.	<u>4th</u>	
c. Develop a matrix which outlines the functional framework of the county emergency management plan as it relates to the Emergency Support Functions (ESFs) of the State Comprehensive Emergency Management Plan (i.e. line-up local use of ESFs or Incident Command System against 16 state ESFs).	<u>4th</u>	
4. Submit Exercise Reports to the division no later than 30 days after completion of the exercise.	<u>4th</u>	
5. Participate in the Statewide Hurricane Exercise.	<u>3rd</u>	
6. Maintain local link in the Statewide Communications Systems as established by the division and the county link to the National Warning System (NAWAS) and procedures to coordinate the dissemination of information to appropriate emergency management officials.	<u>All</u>	
7. Ensure that the division is notified of all incidents occurring in the jurisdiction.	<u>All</u>	
8. Begin the identification and designation of vital facilities within the jurisdiction.	<u>All</u>	

Nassau County

CATEGORY / ITEM	QUARTER TO BE COMPLETED	STATUS
9. Maintain the Radiological Protection Database.	<u>All</u>	
10. Develop and maintain a listing of local landing zones and county contacts to assist with the following areas for Rapid Impact Assessment Team (RIAT) liaison:	<u>4th</u>	
<ul style="list-style-type: none"> * Health and Medical * Law Enforcement * County Communications 		
<ul style="list-style-type: none"> * Water and Sewer * Transportation * Mass Care 		
11. Assist the division in developing and implementing Rapid Response Teams.	<u>4th</u>	
12. Develop Standard Operating Procedures which address the following considerations:	<u>4th</u>	
<ul style="list-style-type: none"> * Activation of the County EOC. * Procedures for requesting state assistance and coordinating municipal requests for assistance. 		
13. Attend the Emergency Management Assistance Workshop.	<u>4th</u>	
14. Submit information for telephone directory revisions to the division as changes occur.	<u>All</u>	
<u>OPTIONAL ACTIVITIES</u>		
1. Attend the Governor's Hurricane Conference.	—	
2. Attend Managing Emergency Operations Course.	—	



OFFICE OF THE UNDER SECRETARY OF DEFENSE

WASHINGTON, DC 20301-3000

26 OCT 1993

ACQUISITION

Mr. T. J. "Jerry" Greeson
Ex-Officio Clerk
Nassau County Board of Commissioners
P.O. Box 1010
Fernandina Beach, FL 32035

Dear Mr. Greeson:

I am pleased to inform you that I have approved Nassau County's request for Community Impact Assistance funds in the amount of \$98,000 to purchase a fire/rescue pumper. The funds may be used only for the purposes stated in Application Number 91P-04-411 and in accordance with the enclosed Grant Agreement.

If the provisions of the grant are acceptable, please sign all three copies of this offer. Send one to Director, Office of Economic Adjustment, 400 Army Navy Drive, Arlington, VA 22202; one to Commanding Officer, NSB Kings Bay, Code 011, 31547-2808; and retain one for your files.

Sincerely,

[Handwritten signature]

Paul J. Dempsey
Director
Office of Economic Adjustment

Enclosure:
As stated

Post-It brand fax transmittal memo 7671 # of pages 5
To: TRIGG BERGE From: JEAN ELLIS
Co. NASSAU COUNTY Co. SUBASE
Dep. Board of Commissioners Phone # 912-673-2391
Fax # 904-321-5723 Fax # 673-4980

The foregoing grant offer is hereby accepted, and it is agreed that the funds made available will be used as set forth in the Grant Agreement.

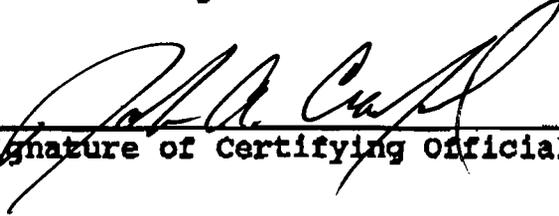


T. J. "Jerry" Greeson
Ex-Officio Clerk
Nassau County Board of Commissioners

2-14-94

Date

The person signing this acceptance is so authorized by the Nassau County Board of Commissioners.



Signature of Certifying Official

2-14-94

Date

John A. Crawford

Typed or Printed Name of
Certifying Official

Chairman

Title of Certifying
Official



ACQUISITION

OFFICE OF THE UNDER SECRETARY OF DEFENSE

WASHINGTON, DC 20301-3000

**DOD DETERMINATION AND FINDINGS
ON
FINANCIAL ASSISTANCE
TO
PURCHASE FIRE PROTECTION EQUIPMENT**

BACKGROUND

In May 1979, Kings Bay in Camden County, Georgia, was selected as the location of the East Coast Trident Submarine Base. The \$1.4 billion construction program began in 1980 and is almost complete. More than 2,300 construction workers were needed during the peak activity and eventually there will be 12,000 military and civilian on-base jobs. Approximately 15 percent of the Navy personnel are expected to live in Nassau County, Florida by the final year of expansion in 1998.

Section 802 of Public Law 96-418, as amended, "East Coast Trident Base Community Impact Assistance Legislation," authorizes the Secretary of Defense to use Navy Military Construction funds to assist communities impacted by the Navy-related population growth. In DoD Instruction 3030.2, the Director, OEA is delegated responsibility for: (a) determining that statutory authority exists before approving community requests for Navy funding; and (b) serving as the grant manager for the Community Impact Assistance Program.

Representatives of the Regional Officer-in-Charge of Construction Kings Bay (ROICC), Naval Facilities Engineering Command (NAVFACENGCOM), and Naval Submarine Base (NSB) Kings Bay provide technical assistance to OEA in its role as grant manager. The Director, OEA and CDR, NAVFACENGCOM entered into a Memorandum of Agreement (MoA), dated November 1984, describing these responsibilities. In August 1990, this MoA was updated and further agreed to by the Director, OEA and Assistant Chief of Naval Operations (Undersea Warfare).

REQUIREMENTS

Nassau County's Department of Emergency Services has six rescue units stationed throughout the county. During the past three years, there has been a 78.5 percent increase in the department's workload, the majority of which is attributable to the growth at NSB Kings Bay. Therefore, the county is requesting \$98,000 to purchase a fire/rescue pumper. Funds for the project are included in the FY 91 Navy Military Construction Program. Project completion date is January 1, 1994; project closeout date is April 1, 1994.

The county's procurement procedures were reviewed by DSSW and determined to be fair and sound. The pumper will be advertised for bid upon approval of the application. A map of the area to be served is included in the application. The primary residents are Navy families. The State of Georgia reviewed the project and found it to be consistent with State goals, policies, plans, objectives, programs, and fiscal resources.

DISCUSSION

Section 802 of Public Law 96,418, as amended, authorizes the Secretary of Defense to use Navy Military Construction funds to "... assist communities located near the East Coast Trident Base, and the States in which such communities are located in meeting the capital costs of providing increased municipal services and facilities to the residents of such communities, if the Secretary determines that

there is an immediate and substantial increase in the need for such services and facilities in such communities as a direct result of work being carried out in connection with the construction, installation, or operation of the East Coast Trident Base and that an unfair and excessive financial burden will be incurred by such communities, or the State in which such communities are located, as a result of such increased need for such services and facilities ..."

Immediate and substantial increase in the need: During the last three years, there has been a 78.5 percent increase in the workload of Nassau County's Fire Department and Emergency Services.

As a direct result of work being carried out in connection with the East Coast Trident Base: Studies sponsored by Navy and follow-up tracking show that somewhere between 10 and 15 percent of the subbase personnel and their families will live in Nassau County.

An unfair and excessive financial burden will be incurred: The "Updated Fiscal Impact Analysis for NSB Kings Bay" shows that Nassau County will experience Navy-related impact capital cost of \$4.2 million during the growth period. It further concludes that the school system and emergency services and recreation departments will experience the greatest impacts. OEA, as the staff to the Economic Adjustment Committee, surveyed other Federal agencies and has determined that the Federal Government does not have a program or agency that could help Nassau County with its fire equipment needs.

DETERMINATION

I hereby determine that: (1) there is an immediate and substantial increase in the need for such services and facilities (one rescue/fire pumper) in such communities (Nassau County, Florida) as a direct result of work being carried out in connection with the construction, installation, or operation of the East Coast Trident Base; and (2) an unfair and excessive financial burden will be incurred by such communities (Nassau County, Florida) in the absence of Federal funding.

Therefore, Nassau County's request, Application #91P-04-411, is approved for approximately \$98,000.

P. J. Dempsey
Paul J. Dempsey
Director, Economic Adjustment

Sept 7, 1993
Date

CONCUR: *Michael Donnelly*
Michael Donnelly, Col. USAF
ODGC (A&L)

20 OCT 1993
Date

**DOD DETERMINATION AND FINDINGS
ON
FINANCIAL ASSISTANCE
TO
PURCHASE FIRE PROTECTION EQUIPMENT**

GENERAL TERMS & CONDITIONS
Community Impact Assistance Program

I. PURPOSE

Codify requirements and obligations for Grantee performance on grant awards authorized by Section 802 of Public Law 96-418, as amended.

Some of the terms and conditions herein contain by reference or substance a summary of applicable statutes and regulations. All such statutes and regulations, whether or not referenced here, are to be applied to the grant program as amended on the date they are effective.

II. REGULATORY REQUIREMENTS

"Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," 32 CFR Part 278

"Drug-free Workplace Requirements," 32 CFR Part 280, Subpart F, Appendix C.

Office of Management and Budget Circular, "Cost Principles for State and Local Governments," A-87

Office of Management and Budget Circular, "Audits of State and Local Governments," A-128

III. STATUTORY REQUIREMENTS

Hatch Act

Uniform Relocation Assistance and Real Property Acquisition Act (P. L. 91-646)

Civil Rights Act, Title VI (P. L. 88-352)

Clear Air Act (42 U.S.C. 7401 et seq.)

Clear Water Act (33 U.S.C 1251 et seq.)

National Environmental Policy Act

Energy Policy & Conservation Act (42 U.S.C. 6361)

Flood Disaster Protection Act (P. L. 93-234)

National Historic Preservation Act (16 U.S.C 470) and Protection and Enhancement of Cultural Environment (E. O. 11593)

Marine Protection, Research, and Sanctuaries Act, as amended (33 U.S.C. 1401, 1402, 1411-1421, 1441-1444, and 16 U.S.C. 1431-1434)

Archeological & Histroic Preservation Act (16 U.S.C. 469)

Endangered Species Act

Wild & Scenic Rivers Act

Solid Waste Disposal Act, as amended (Resource Conservation and Recovery Act)

Fish & Wildlife Act

Coastal Zone Management Act

Safe Drinking Water Act

Flood Hazards (E. O. 11296)

American Standard Specifications Making Building and Facilities Accessbile to, and Usable by, the Physically Handicapped (P. L. 90-480)

Floodplain Management (E. O. 11988)

Protection of Wetlands (E. O. 11990)

Anti-Kickback Act, Copeland Act (18 U.S.C.)

Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.)

Equal Employment Oppportunity (E. O. 11246)

Clear Air Act & Clean Water Act

Energy Policy & Conservation Act

IV. GENERAL REQUIREMENTS

1. The Office of Economic Adjustment (OEA) is responsible for the administration of the grant and liaison with the Grantee. OEA is also responsible for evaluating the Grantees' performance, and for the acceptance of all work required under the Grant Offer and General Terms & Conditions. OEA is authorized to make commitments, otherwise obligate the Government, and authorize any changes that affect the Grant amount, terms, or conditions.

Such changes shall be made only by a written authorization. Certain of these responsibilities will be performed under the terms of the MEMORANDUM OF AGREEMENT between Navy and OEA attached as Appendix A.

2. OEA may request the Grantee to furnish satisfactory evidence that:

a. The project costs are reasonable.

b. It has sufficient funds in addition to the funds provided by the Government to undertake and complete the project.

c. It has obtained, or can obtain, all land, rights-of-way, permits, franchises and all Federal, State and local coordinations and approvals necessary to the completion and use of the project.

d. Its agreement with an architect /engineer for design and other services specifies a fixed or maximum fee for "Basic Services" and "Other Services" (definitions included in instruction for completing the budget).

3. OEA reserves the right to:

a. Require the Grantee to submit, prior to the commencement of construction, an independent appraisal by an appraiser acceptable to OEA of the current fair market value of any or all of the land and facilities to be included as part of the aggregate cost of the project.

b. For cause and upon notification, suspend the grant, withhold further payments, or prohibit the Grantee from incurring additional obligations, pending corrective action by the Grantee or a decision by OEA to terminate the grant unless the project is completed to OEA's satisfaction.

c. Stipulate the nature of drawdowns on a project-by-project basis. Up to ten percent of the construction costs may withheld until satisfactory completion of the work.

4. Disbursement of grant funds does not constitute OEA's acceptance of any project costs until they have been audited and determined to be reasonable and eligible by the Government.

5. The amount of DoD funds finally provided for the project will depend upon the actual level of approved cost incurred.

6. The Grantee shall notify OEA promptly whenever the amount of authorized grant is expected to exceed the needs of the Grantee by more than \$5,000 or five percent of the grant, whichever is greater.

7. The grantee may contract for goods and services prior to grant award. The costs of these products will be considered as a non-Federal contribution to a subsequent grant. In the case where these costs are greater than the subsequent grant's approved non-Federal share, Federal funds may be used to discharge the grantee's responsibility for the balance. Such contracts will not obligate OEA to award any grant or affect its elements if awarded.

8. Equipment and facilities bought and constructed with grant funds shall meet all applicable Federal, State, local, and other accepted standards, requirements, and ordinances.

9. The Grantee shall require that all obligations included by the Grant Agreement shall also be made applicable to any subgrantee or borrower in consequent agreements that the Grantee makes involving funds provided by the Grant Agreement.

10. The salvage value of equipment bought with grant funds may be retained for purchases for equivalent use.

11. The Grantee shall have the sole authority and full responsibility, without recourse to the Federal Government, for any costs or expenses of litigation arising out of this grant.

V. FINANCIAL RESPONSIBILITIES

1. When applicable, the Grantee will formally commit to a specified level of contribution to the project in the Application.

2. OEA maintains the right to conduct independent audits of any aspect of the grant program.

3. An SF 270, "Request for Advance or Reimbursement," will be used by the Grantee when requesting Federal funds.

4. Cash disbursements will be as needed (but no more often than 30 days) and limited to the amount required.

5. Non-Federal and Federal contributions will be expended in the manner described in the Application subject to modification under the terms of Appendix B.

6. Interest earned on Federal funds will be returned to the U. S. Navy.

VI. PROJECT COMPLETION

1. OEA shall have the right to provide reasonable notice that all or any part of the Grant Agreement is terminated for cause if the Grantee has failed to comply with any of the conditions of the Grant Agreement.

2. OEA or the Grantee may terminate all or any part of the Grant Agreement when both parties agree to do so.

VII. REPORTING REQUIREMENTS

1. Closeout reports will be submitted to OEA through Navy within 90 days of the completion of the grant.

2. The Grantee will perform a financial and compliance audit of funds in accordance with OMB Circular A-128.

3. Appropriate reports shall be submitted to OEA concerning all or any part of a Grant Agreement that is terminated prior to completion.



OFFICE OF THE UNDER SECRETARY OF DEFENSE

WASHINGTON, DC 20301-3000

26 OCT 1993

ACQUISITION

Mr. T. J. "Jerry" Greeson
Ex-Officio Clerk
Nassau County Board of Commissioners
P.O. Box 1010
Fernandina Beach, FL 32035

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If the provisions of the grant are acceptable, please sign all three copies of this offer. Send one to Director, Office of Economic Adjustment, 400 Army Navy Drive, Arlington, VA 22202; one to Commanding Officer, NSB Kings Bay, Code 011, 31547-2808; and retain one for your files.

Sincerely,

P. J. Dempsey

Paul J. Dempsey
Director
Office of Economic Adjustment

Enclosure:
As stated

*Original sent
JIA Mail -
3-21-94
FAXed Copy signed
as original 2-14-94*

The foregoing grant offer is hereby accepted, and it is agreed that the funds made available will be used as set forth in the Grant Agreement.

T. J. "Jerry" Greeson
EX-Officio Clerk
Nassau County Board of Commissioners
Date _____

The person signing this acceptance is so authorized by the Nassau County Board of Commissioners.

Signature of Certifying Official
Date _____

Typed or Printed Name of Certifying Official
Title of Certifying Official