

MODIFICATION TO AGREEMENT

WHEREAS, Nassau County (hereinafter "the County") and the Department of Community Affairs, Division of Emergency Management (hereinafter "the Department") have entered into a grant agreement for fiscal year 1994-1995 for the purpose of improving and enhancing emergency management activities; and

WHEREAS, Rule 9G-19.006, Florida Administrative Code, provides for the distribution of additional funds from the Emergency Management Preparedness and Assistance Trust Fund; and

WHEREAS, the Department has entered into an agreement with a vendor to provide satellite communications services and equipment to the County; and

WHEREAS, based upon these events, the parties desire to modify said agreement to provide additional funds and designate additional activities and responsibilities of the County;

NOW, THEREFORE, the above-referenced agreement is modified as follows:

A. Paragraph XVII. EQUIPMENT AND PROPERTY MANAGEMENT, is modified to add the following:

The County acknowledges the pending or completed installation of a Hughes Network Systems, Inc., Personal Earth Station® and related equipment (hereinafter "the Equipment").

The County acknowledges and agrees to comply with applicable terms and conditions of: (1) that State of Florida Lease/Purchase Agreement, dated October 1994, executed between Hughes Network Systems, Inc., and the Department, (a copy of which is available from the Department) regarding the procurement and use of the Equipment; and (2) that Services Agreement Between Hughes Network Systems, Inc., and the State of Florida, dated January 1995, (a copy of which is available from the Department) (hereinafter, collectively, "the HNS Agreements") regarding the operation of an interactive satellite communications service for the Department, the County and other sites.

In particular, the County agrees:

1. That any reports of problems with the Equipment or system, trouble reports, and any requests for repairs, service, maintenance or the like, shall be communicated directly and exclusively to the Department's State Warning Point (SWP) (904) 413-9110.

2. That the County will assist and comply with the instructions of the SWP and any technical service representative responding to the report or service request. County personnel shall cooperate with and assist service representatives, as required, for installation, troubleshooting and fault isolation, with adequate staff.

3. That the County shall not change, modify, deinstall, relocate, remove or alter the Equipment, accessories, attachments and related items without the express written approval of the Department.

4. That the County shall provide access, subject to reasonable security restrictions, to the Equipment and related areas and locations of the County's facilities and premises, and will arrange permitted access to areas of third-party facilities and premises for the purpose of inspecting the Equipment and performing work related to the Equipment. Service representatives and others performing said work shall comply with the County's reasonable rules and regulations for access, provided the Department is promptly furnished with a copy after execution of this modification. The County shall provide safe access to the Equipment and will maintain the environment where the Equipment is located in a safe and secure condition. The County shall provide service representatives with access to electrical power, water and other utilities, as well as telephone access to the County facility as required for efficient service.

5. That the County shall take reasonable steps to secure the Equipment and to protect the Equipment from damage, theft, loss and other hazards. This shall not obligate the County to procure insurance. The Department agrees to procure and maintain all risks insurance coverage on the Equipment. The County agrees to refrain from using or dealing with the Equipment in any manner which is inconsistent with the HNS Agreements, any policy of insurance referred to in the HNS Agreements, any applicable laws, codes ordinances or regulations. The County shall not allow the Equipment to be misused, abused, wasted, or allowed to deteriorate, except normal wear and tear resulting from its intended use. The County shall immediately report any damage, loss, trouble, service interruption, accident or other problem related to the Equipment to the SWP, and shall comply with reasonable instructions issued thereafter.

6. The County acknowledges that any software supplied in connection with the use or installation of the equipment is subject to proprietary rights of Hughes Network Systems, Inc., (HNS) and/or HNS's vendor(s) and/or the Department's vendor(s). The use of one copy of said software is subject

to a license granted from HNS to the Department, and a sublicense from the Department to the County, to use the software solely in the operation of the Equipment, to commence on delivery of the software to the County and to last for the term of the HNS Agreements. The County shall not: (i) copy or duplicate, or permit anyone else to copy or duplicate, any part of the software, or (ii) create or attempt to create, or permit others to create or attempt to create, by reverse engineering or otherwise, the source programs or any part thereof from the object programs or from other information provided in connection with the Equipment. The County shall not, directly or indirectly, sell, transfer, offer, disclose, lease, or license the software to any third party.

7. The County agrees to comply with these provisions for a period of sixty (60) months from the date of installation of the Equipment, or the termination of the HNS Agreements, whichever occurs first.

B. Attachment F FUNDING/MATCHING, paragraph A., is modified to reflect \$69,360 as the total amount of funds available under this agreement. This amount includes the 1994-95 base allocation and the reallocation of funds for fiscal years 1993-94 and 1994-95 pursuant to Rule Chapter 9G-19.006, F.A.C.

All other terms and conditions of the agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this modification to be executed by the undersigned officials as of the date listed below.

RECIPIENT:

BY: _____

NAME & TITLE: Jimmy L. Higginbotham, Chairman

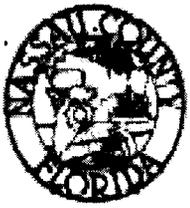
DATE: March 27, 1995

STATE OF FLORIDA
DEPARTMENT OF COMMUNITY AFFAIRS:

BY: _____

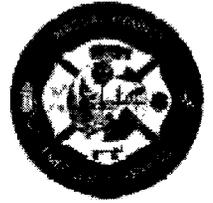
NAME & TITLE: Joseph F. Myers, Director

DATE: 4/14/95



NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS
DEPARTMENT OF PUBLIC SAFETY

NASSAU COUNTY OFFICE ANNEX
11 North 14th Street, Box 12
Fernandina Beach, Florida 32034-0494



BOARD MEETING
DATE: 3-27
ACTION: 9
INFO: _____

19 95

March 20, 1995

MEMORANDUM

TO: Mr. Jimmy L. Higginbotham, Chairman

FROM: Michael E. Greene, Chief
Acting Director

SUBJECT: Modification to Emergency Management Preparedness and Assistance (EMPA)
Base Grant Contract: 95EO-3G-04-55-01-045

Attached are three copies of the amended contract. Please sign all copies on page 3.

Also I have attached the memorandum of 23 February 1995 from Mr. Meyers addressing the funding reallocation.



STATE OF FLORIDA
DEPARTMENT OF COMMUNITY AFFAIRS

2740 CENTERVIEW DRIVE • TALLAHASSEE, FLORIDA 32399-2100

LAWTON CHILES
Governor

LINDA LOOMIS SHELLEY
Secretary

February 23, 1995

MEMORANDUM

TO: County Emergency Management Directors

FROM:  Joe Myers, Director
Division of Emergency Management

SUBJECT: Reallocation of the Emergency Management Preparedness and Assistance
(EMPA) Program Base Grant Funds for Fiscal Years 1993-94 and 1994-95

Pursuant to Rule Chapter 9G-19.006, F.A.C., EMPA grant funds not distributed during the initial allocation each year, shall be identified and reallocated as prescribed to county Emergency Management (EM) agencies. Attached for your information and individual planning purposes, is a summary by county of these calculated amounts for Fiscal Years 1993-94 and 1994-95.

Because both the appropriation amount and the number of full-time and part-time county EM programs are the same for both fiscal years, the calculated amount remaining for redistribution is also the same, \$100,676 for each year. The *actual* amount to be distributed for each year will be \$100,667; due to intentional calculation rounding, nine dollars from the total mutual aid participation portion will not be distributed in each of the two years.

Determination of mutual aid participation (MAP) for each year was based on information provided by each county, on file in our offices as of the dates indicated on the report. The number shown in the MAP column is an indicator of participation only, not an indication of the number of agreements on file.

MEMORANDUM

February 23, 1995

Page Two

The last column on the report indicates the total amount for reallocation for both years; this is the increased amount by which we will modify each county's respective 1994-95 base contract. We are currently in the process of developing these contract modifications and will be providing you with this additional expenditure authority within the next few weeks.

If you have any questions, please contact Suzanne Adams at (904) 413-9934 or call me.

/SA

Attachments (2)

cc: Eve Rainey
Eric Tolbert
Frank Koutnik
Shirley Collins
Ted Keith
Suzanne Adams
Rob Byerts
Eric Gentry
Area Coordinators
Pat Smith
Florida Emergency
Preparedness Association

DEPARTMENT OF COMMUNITY AFFAIRS
 DIVISION OF EMERGENCY MANAGEMENT
 ALLOCATION OF EMPA BASE GRANT BALANCE
 FISCAL YEARS 1993-94 and 1994-95

COUNTIES	1993-94						1994-95						TWO-YEAR TOTAL
	(A) Mutual Aid Participation	(B) County Population	% of State Population	Redistribution		TOTAL	(C) Mutual Aid Participation	(D) County Population	% of State Population	Redistribution		TOTAL	
				Population 75%	Mutual Aid 25%					Population 75%	Mutual Aid 25%		
Chatham		190.74	0.1401%	\$1,058	\$0	\$1,058		193.94	0.1397%	\$1,055	\$680	\$1,735	\$2,793
Cherokee		19.5	0.0143%	\$108	\$0	\$108		19.7	0.0142%	\$107	\$680	\$787	\$895
Cyprus		134.1	0.0985%	\$744	\$740	\$1,484		136.3	0.0982%	\$742	\$0	\$742	\$2,226
Dorchester		23.3	0.0171%	\$129	\$0	\$129		24.2	0.0174%	\$132	\$680	\$812	\$941
Evans	1	427.0	3.138%	\$2,369	\$740	\$3,109		436.3	3.144%	\$2,374	\$0	\$2,374	\$5,483
Franklin	1	1,317.5	9.681%	\$7,310	\$740	\$8,050	1	1,340.2	9.657%	\$7,291	\$680	\$7,971	\$16,021
Gaston		11.5	0.0085%	\$64	\$0	\$64	1	11.6	0.0084%	\$63	\$680	\$743	\$807
Guilford	1	121.7	0.0894%	\$675	\$740	\$1,415	1	124.9	0.0900%	\$680	\$680	\$1,360	\$2,775
Hamilton		100.8	0.741%	\$559	\$740	\$1,299		102.8	0.741%	\$559	\$680	\$1,239	\$2,539
Haywood		114.9	0.844%	\$638	\$0	\$638		117.8	0.849%	\$641	\$0	\$641	\$1,278
Heard		174.7	1.284%	\$969	\$740	\$1,709		180.5	1.301%	\$982	\$0	\$982	\$2,691
Highland		46.4	0.341%	\$257	\$0	\$257	1	48.9	0.352%	\$266	\$680	\$946	\$1,203
Iredell	1	1,951.1	14.337%	\$10,825	\$740	\$11,565		1,990.4	14.341%	\$10,829	\$0	\$10,829	\$22,394
Jackson		25.5	0.187%	\$141	\$0	\$141		26.3	0.189%	\$143	\$0	\$143	\$285
Lincoln	1	11.8	0.087%	\$65	\$740	\$805	1	12.2	0.088%	\$66	\$680	\$746	\$1,552
Madison	1	701.6	5.155%	\$3,893	\$740	\$4,633		710.6	5.120%	\$3,866	\$0	\$3,866	\$8,499
Macon	1	272.1	1.999%	\$1,510	\$740	\$2,250		277.1	1.997%	\$1,508	\$0	\$1,508	\$3,757
Mecklenburg		33.5	0.246%	\$186	\$0	\$186	1	35.3	0.254%	\$192	\$680	\$872	\$1,058
Mitchell		9.8	0.072%	\$54	\$0	\$54		10.0	0.072%	\$54	\$0	\$54	\$109
Montgomery		43.2	0.317%	\$240	\$0	\$240	1	44.9	0.324%	\$244	\$680	\$924	\$1,164
Murphy		10.7	0.079%	\$59	\$0	\$59	1	11.5	0.083%	\$63	\$680	\$743	\$802
Nash		8.3	0.061%	\$46	\$0	\$46	1	8.4	0.061%	\$46	\$680	\$726	\$772
North		12.4	0.091%	\$69	\$0	\$69		13.3	0.096%	\$72	\$0	\$72	\$141
Onslow		11.6	0.085%	\$64	\$0	\$64		11.9	0.086%	\$65	\$0	\$65	\$129
Orange		22.0	0.162%	\$122	\$0	\$122	1	22.5	0.162%	\$122	\$680	\$802	\$924
Randolph	1	28.1	0.206%	\$156	\$740	\$896		28.7	0.207%	\$156	\$0	\$156	\$1,052
Rockingham	1	111.7	0.821%	\$620	\$740	\$1,360	1	114.9	0.828%	\$625	\$680	\$1,305	\$2,665
Rowan		73.2	0.538%	\$406	\$0	\$406		75.9	0.547%	\$413	\$0	\$413	\$819
Salisbury	1	866.1	6.364%	\$4,805	\$740	\$5,545	1	879.1	6.334%	\$4,783	\$680	\$5,463	\$11,008
Stokes		16.3	0.120%	\$90	\$0	\$90		16.3	0.117%	\$89	\$0	\$89	\$179
Swain		95.6	0.702%	\$530	\$0	\$530	1	97.4	0.702%	\$530	\$680	\$1,210	\$1,740
Taylorsville	1	44.4	0.326%	\$246	\$740	\$986	1	45.4	0.327%	\$247	\$680	\$927	\$1,913
Transylvania		13.0	0.096%	\$72	\$0	\$72		13.1	0.094%	\$71	\$680	\$751	\$823
Union		15.6	0.041%	\$31	\$0	\$31	1	15.8	0.042%	\$32	\$680	\$712	\$743
Van Dyke	1	197.2	1.229%	\$928	\$740	\$1,668	1	171.2	1.234%	\$931	\$680	\$1,611	\$3,279
Watauga	1	357.6	2.628%	\$1,984	\$740	\$2,724	1	367.4	2.647%	\$1,999	\$680	\$2,679	\$5,403

DEPARTMENT OF COMMUNITY AFFAIRS
DIVISION OF EMERGENCY MANAGEMENT
ALLOCATION OF EMPA BASE GRANT BALANCE
FISCAL YEARS 1993-94 and 1994-95

COUNTIES	1993-94						1994-95						TWO-YEAR TOTAL
	(A) Mutual Aid Participation	(B) County Population	% of State Population	Redistribution		TOTAL	(C) Mutual Aid Participation	(D) County Population	% of State Population	Redistribution		TOTAL	
				Population 75%	Mutual Aid 25%					Population 75%	Mutual Aid 25%		
Alachua	1	206.3	1.516%	\$1,145	\$740	\$1,885		212.1	1.528%	\$1,154	\$0	\$1,154	\$3,039
Alford		28.2	0.207%	\$156	\$0	\$156		29.1	0.210%	\$158	\$0	\$158	\$315
Alford		5.7	0.042%	\$32	\$0	\$32		6.5	0.047%	\$35	\$0	\$35	\$67
Alford		17.3	0.127%	\$96	\$0	\$96		17.8	0.128%	\$97	\$0	\$97	\$193
Alford	1	223.5	1.642%	\$1,240	\$740	\$1,980		228.3	1.645%	\$1,242	\$0	\$1,242	\$3,222
Alford	1	212.0	1.558%	\$1,176	\$740	\$1,916		217.9	1.570%	\$1,185	\$680	\$1,865	\$3,782
Alford	1	106.8	0.785%	\$593	\$0	\$593		110.2	0.794%	\$600	\$680	\$1,280	\$1,872
Alford	1	81.8	0.601%	\$454	\$740	\$1,194		82.3	0.593%	\$448	\$680	\$1,128	\$2,322
Alford	1	46.5	0.342%	\$258	\$740	\$998	1	47.4	0.342%	\$258	\$680	\$938	\$1,936
Alford	1	154.5	1.135%	\$857	\$740	\$1,597		158.3	1.141%	\$861	\$0	\$861	\$2,458
Alford		31.8	0.234%	\$176	\$0	\$176		32.3	0.233%	\$176	\$0	\$176	\$352
Alford	1	727.8	5.348%	\$4,038	\$740	\$4,778	1	740.2	5.333%	\$4,027	\$680	\$4,707	\$9,485
Alford	1	125.7	0.924%	\$697	\$740	\$1,437		131.1	0.945%	\$713	\$680	\$1,393	\$2,831
Alford	1	918.2	6.747%	\$5,095	\$740	\$5,835		937.2	6.753%	\$5,099	\$680	\$5,779	\$11,613
Alford	1	294.0	2.160%	\$1,631	\$740	\$2,371		298.9	2.154%	\$1,626	\$0	\$1,626	\$3,997
Alford		865.0	6.356%	\$4,799	\$740	\$5,539		870.7	6.274%	\$4,737	\$680	\$5,417	\$10,956
Alford	1	429.9	3.159%	\$2,385	\$740	\$3,125	1	437.2	3.150%	\$2,379	\$680	\$3,059	\$6,184
Alford		67.6	0.497%	\$375	\$0	\$375		69.0	0.497%	\$375	\$0	\$375	\$750
Alford		91.2	0.670%	\$506	\$0	\$506	1	94.8	0.683%	\$516	\$680	\$1,196	\$1,702
Alford	1	163.2	1.199%	\$905	\$740	\$1,645		166.8	1.202%	\$907	\$0	\$907	\$2,553
Alford		90.3	0.664%	\$503	\$740	\$1,243	1	93.8	0.678%	\$510	\$680	\$1,190	\$2,431
Alford		290.6	2.135%	\$1,612	\$740	\$2,352		296.0	2.133%	\$1,610	\$0	\$1,610	\$3,963
Alford		310.9	2.285%	\$1,725	\$740	\$2,465		316.6	2.281%	\$1,722	\$680	\$2,402	\$4,867
Alford		33.8	0.248%	\$188	\$0	\$188		35.2	0.254%	\$192	\$0	\$192	\$379
Alford		28.6	0.210%	\$159	\$0	\$159		29.3	0.211%	\$159	\$0	\$159	\$318
Alford	1	17.4	0.128%	\$97	\$740	\$837	1	17.5	0.126%	\$95	\$680	\$775	\$1,612
Alford		12.0	0.088%	\$67	\$0	\$67	1	12.5	0.090%	\$68	\$680	\$748	\$815
Alford	1	390.1	2.867%	\$2,164	\$740	\$2,904		396.6	2.858%	\$2,158	\$0	\$2,158	\$5,062
Alford		15.4	0.113%	\$85	\$0	\$85		16.4	0.118%	\$89	\$680	\$769	\$855
Alford		30.6	0.225%	\$170	\$0	\$170		31.9	0.230%	\$174	\$0	\$174	\$343
Alford		17.6	0.129%	\$98	\$0	\$98		18.1	0.130%	\$98	\$0	\$98	\$196
TOTAL	34	13,608.8	100.000%	\$75,507	\$25,160	\$100,667	37	13,878.7	100.000%	\$75,507	\$25,160	\$100,667	\$201,334

-) Executed agreement pursuant to Chapter 252.40, F.S. as of March 10, 1994
-) From Florida Statistical Abstract 1994 - April 1, 1993 University of Florida Population Estimates in thousands, rounded to hundreds
-) Submitted Statewide Mutual Aid Agreement for Catastrophic Disaster Response and Recovery as of December 31, 1994
-) From April 1, 1994 University of Florida Population Estimates, via Executive Office of the Governor, in thousands rounded to hundreds

DEPARTMENT OF COMMUNITY AFFAIRS
 DIVISION OF EMERGENCY MANAGEMENT
 EMPA Base Grant Reallocation
 Calculation of Amount Available
 Fiscal Years 1993-94 and 1994-95

	1993-94	1994-95
Total Appropriated Funds Available for Distribution	\$4,818,888	\$4,818,888
Less Initial Allocation		
63 Full-time at \$71,924	(\$4,531,212)	(\$4,531,212)
4 Part-time at \$46,750	(\$187,000)	(\$187,000)
Balance Available for Reallocation*	<u>\$100,676</u>	<u>\$100,676</u>

Distribution:*

25% Mutual Aid Participation	\$100,676	
	x 25%	
		\$25,169

75% Population	\$100,676	
	x 75%	
		\$75,507

\$100,676



**STATE OF FLORIDA
DEPARTMENT OF COMMUNITY AFFAIRS**

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

LAWTON CHILES
Governor

LINDA LOOMIS SHELLEY
Secretary

April 17, 1995

Mr. Armon C. Summerall, Director
Nassau County Department of
Emergency Services
11 North 14th Street, Box 12
Fernandina Beach, Fl. 32034-0494

Dear Mr. Summerall:

Enclosed is your fully executed copy of Modification Number One to your 1995 Emergency Management Preparedness and Assistance base grant.

If you have any questions, please call Ms. Pat Smith at (904) 413-9875 or me at (904) 413-9934.

Sincerely,

Pat Smith for

Suzanne F. Adams, Manager
Emergency Management Preparedness
and Assistance Grant Program

SFD/pss

Enclosure

2740 CENTERVIEW DRIVE • TALLAHASSEE, FLORIDA 32399-2100

FLORIDA KEYS AREA OF CRITICAL STATE CONCERN
FIELD OFFICE
2796 Overseas Highway, Suite 212
Marathon, Florida 33050-2227

SOUTH FLORIDA RECOVERY OFFICE
P.O. Box 4022
8600 N.W. 36th Street
Miami, Florida 33159-4022

GREEN SWAMP AREA OF CRITICAL STATE CONCERN
FIELD OFFICE
155 East Summerlin
Bartow, Florida 33830-4641