

Contract Number: 95EO-3G-04-55-01-045

GRANT AGREEMENT

THIS AGREEMENT is entered into by and between the State of Florida, Department of Community Affairs, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Agency"), and Nassau County, (hereinafter referred to as the "Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING FACTS:

WHEREAS, the Agency is authorized, pursuant to Section 252.373, Florida Statutes, and Rule Chapter 9G-19, Florida Administrative Code, to disburse funds for emergency management grants to counties; and

WHEREAS, the Recipient is eligible to receive said funds and agrees to comply with all the requirements of this Agreement and Rule Chapter 9G-19, Florida Administrative Code.

NOW, THEREFORE, the Agency and the Recipient do mutually agree as follows:

I. SCOPE OF WORK AND FUNDING

The Recipient shall fully perform the obligations in accordance with the Scope of Work, Attachment A of this Agreement. Funding for performance of the Scope of Work shall be provided in accordance with Attachment F.

II. INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES

Both the Recipient and the Agency shall be governed by applicable State and Federal laws, rules and regulations, including, but not limited to, those identified in Attachment B.

III. PERIOD OF AGREEMENT

This Agreement shall begin October 1, 1994, and shall end September 30, 1995, unless terminated earlier in accordance with the provisions of Paragraphs VII. or IX. of this Agreement. All requests for reimbursement should be submitted prior to the termination date of the Agreement. However, no requests received after November 1, 1995, will be reimbursed from this Agreement. Reimbursement requests shall not be submitted by facsimile transmission.

IV. MODIFICATION OF CONTRACT

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.

V. MONITORING

The Recipient shall constantly monitor its performance under this Agreement to ensure that time schedules are being met, the Scope of Work is being accomplished and other performance goals are being achieved. Such review shall be made for each function, or activity set forth in Attachment A to this Agreement, and reported in accordance with Attachment D. Records of such activities shall be created and retained in accordance with Attachment C.

VI. LIABILITY

The Recipient shall be solely responsible to parties with whom it shall deal in carrying out the terms of this Agreement. For purposes of this Agreement, Recipient agrees that it is not an employee or agent of the Agency.

VII. NONCOMPLIANCE, REMEDIES, AND TERMINATION

- A. If a recipient fails to comply with any term applicable to an award under this rule chapter, the Agency may take one or more of the following actions, as indicated by the attendant circumstances:
1. temporarily withhold cash payments, pending correction of the deficiency, or more severe enforcement action;
 2. disallow all or part of the cost of the activity or action not in compliance;
 3. suspend or terminate the award;
 4. disallow future participation in the program or funding provided under this rule chapter;
 5. recover all funds provided under the current award.
- B. Costs of the Recipient resulting from obligations incurred by the Recipient during suspension or after termination of an award are not allowable unless the Agency expressly authorizes them in the notice of suspension or termination, or subsequently authorizes them in writing. Other Recipient costs during

suspension or after termination which are necessary and not reasonably avoidable may be allowable if:

1. the costs result from obligations which were properly incurred by the Recipient before the effective date of the suspension or termination, are not in anticipation of the suspension or termination, and, in the case of termination, are not cancelable, and
 2. the costs would be allowable if the award were not suspended or expired normally at the end of the period in which the termination occurs.
- C. Recipients of terminated grants shall remain obligated to provide all required closeout information.
- D. In the event that any audit determines that costs reimbursed or otherwise funded under this rule chapter should be disallowed, then the Recipient shall return those disallowed funds to the Agency. In the alternative, the Agency may offset the disallowed amount against any current or future awards to the Recipient.
- E. Actions taken for noncompliance constitute final Agency action under Chapter 120, Florida Statutes, as amended. Notification of such actions shall include notice of administrative hearing rights and time frames.
- F. The Recipient shall return funds to the Agency if found in non-compliance with laws, rules, regulations governing the use of the funds or this Agreement.
- G. This Agreement may be terminated by the written mutual consent of the parties.

VIII. NOTICE AND CONTACT

- A. The Agency designates Joseph F. Myers, Director, Division of Emergency Management, or his designee, as the Agency's Contract Manager. All communications, written or oral, relating to this Agreement shall be directed to him at the following address:

Department of Community Affairs
Division of Emergency Management
2740 Centerview Drive
Tallahassee, Florida 32399-2100

- B. The signer of this agreement or his designee shall be the Recipient's Contract Manager. All communications, written or oral, relating to this Contract shall be directed to him at the following address:

Armon C. Summerall, Director
Nassau County Dept. of Emergency Services
11 North 14th St. Box 12
Fernandina Beach, Florida 32034

- C. 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 Paragraph VIII. A and B above.

IX. OTHER PROVISIONS

- 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 Recipient, in this Agreement, in any subsequent submission or response to Agency request, or in any submission or response to fulfill the requirements of this Agreement, and such information, representations, and materials are incorporated by reference. The lack of accuracy thereof or any material changes shall, at the option of the Agency and with thirty (30) days written notice to the Recipient, cause the termination of this Agreement and the release of the Agency from all its obligations to the 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 lie in Leon County. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of this Agreement.
- C. No waiver by the Agency of any right or remedy granted hereunder or failure to insist on strict performance by the Recipient shall affect or extend or act as a waiver of any other right or remedy of the Agency hereunder, or affect the subsequent exercise of the same right or remedy by the Agency for any further or subsequent default by the Recipient. Any power of approval or disapproval granted to the Agency under the terms of this Agreement shall survive the terms and life of this Agreement as a whole.

- D. The Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

X. AUDIT REQUIREMENTS

- A. The Recipient 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.
- B. These records shall be available at all reasonable times for inspection, review, or audit by state personnel and other personnel duly authorized by the Agency. "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.
- C. Recipient shall also provide the Agency with the records, reports or financial statements upon request for the purposes of auditing and monitoring the funds awarded under this Agreement.
- D. The Recipient shall provide the Agency with an annual financial audit report which meets the requirements of Sections 11.45 and 216.349, Florida Statutes, and Chapter 10.550 and 10.600, 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 or A-133 for the purposes of auditing and monitoring the funds awarded under this Agreement. The funding for this Agreement was received by the Agency as a grant-in-aid appropriation.
1. The annual financial audit report shall include all management letters and the Recipient's response to all findings, including corrective actions to be taken.
 2. 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.

3. The complete financial audit report, including all items specified in Paragraph X. D. 1. and 2. above, shall be sent directly to:

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

- E. In the event the audit shows that the entire funds, or any portion thereof, were not spent in accordance with the conditions of this Agreement, the Recipient shall be held liable for reimbursement to the Agency of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Agency has notified the Recipient of such non-compliance.
- F. The Recipient shall retain all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for a period of three years after the date of submission of the final expenditures report. However, if litigation or an audit has been initiated prior to the expiration of the three-year period, the records shall be retained until the litigation or audit findings have been resolved.
- G. The Recipient shall have all audits completed by an Independent Certified Public Accountant (ICPA) who shall either be a certified public accountant or a public accountant licensed under Chapter 473, Florida Statutes. The ICPA shall state that the audit complied with the applicable provisions noted above.
- H. The audit will be submitted no later than April 30, 1996.

XI. SUBCONTRACTS AND PROCUREMENT

- A. If the Recipient subcontracts any or all of the work required under this Agreement, the Recipient agrees to include in the subcontract that the subcontractor is bound by the terms and conditions of this Agreement with the Agency.
- B. The Recipient agrees to include in the subcontract that the subcontractor shall hold the Agency and 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.

See Attachment E for any additional terms and conditions pertaining to subcontracts.

XII. TERMS AND CONDITIONS

The Agreement contains all the terms and conditions agreed upon by the parties.

XIII. ATTACHMENTS

- A. All attachments to this Agreement are incorporated as if set out fully herein.
- B. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments hereto, the language of such attachments shall be controlling, but only to the extent of such conflict or inconsistency.

XIV. STANDARD CONDITIONS

The Recipient agrees to be bound by the following standard conditions:

- A. 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.
- B. If otherwise allowed under this Agreement, extension of an Agreement for contractual services shall be in writing for a period not to exceed six (6) months and shall be subject to the same terms and conditions set forth in the initial Agreement. There shall be only one extension of the Agreement unless the failure to meet the criteria set forth in the Agreement for completion of the Agreement is due to events beyond the control of the Recipient.
- C. All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.
- D. If otherwise allowed under this Agreement, all bills for any travel expenses shall be submitted in accordance with s. 112.061, Florida Statutes.
- E. The Agency reserves the right to unilaterally cancel this Agreement for refusal by the Recipient 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 Recipient in conjunction with the Agreement.

XV. STATE LOBBYING PROHIBITION

No funds or other resources received from the Agency in connection with this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

XVI. LEGAL AUTHORIZATION

The Recipient certifies with respect to this Agreement that it possesses the legal authority to receive the funds to be provided under this Agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this Agreement with all covenants and assurances contained herein. The Recipient also certifies that the undersigned possesses the authority to legally execute and bind Recipient to the terms of this Agreement. By its signature below, the Recipient reaffirms its certification to employ and maintain a full-time Director consistent with Section 9G-19.002(6), Florida Administrative Code.

XVII. EQUIPMENT AND PROPERTY MANAGEMENT

Recipient agrees to utilize any equipment provided pursuant to the terms of this Agreement and previous Grant Agreements, including any satellite communications system equipment, for emergency management purposes only, and to properly operate, maintain and repair said equipment. Recipient shall develop a Standard Operating Procedure to govern the operation of any satellite communications equipment, and shall establish adequate maintenance procedures to keep the equipment in proper working condition.

Recipient shall establish a control system to insure adequate safeguards to prevent loss, damage or theft of the equipment. Recipient shall promptly advise the Agency of any loss, damage or theft affecting said equipment. Recipient shall house this equipment within the offices of the established 24-hour warning point. Recipient shall not sell, lease, rent, lend, encumber or dispose of said equipment without the written permission of the Agency.

By its execution of this Agreement, Recipient authorizes the Agency to deduct the appropriate costs of the recurring charges for the satellite communications equipment from the allocation provided to Recipient under Rule 9G-19, Florida Administrative Code. The deduction is \$500 per month for twelve months less a credit of \$1,500 from Fiscal Year 1993-94 for a total deduction of \$4,500 for Fiscal Year 1994-95.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their undersigned officials as duly authorized.

RECIPIENT:

BY: 

Name and title: John A. Crawford, chairman

Date: 9-26-94

Federal Employer I.D. 59 186 3042

STATE OF FLORIDA
DEPARTMENT OF COMMUNITY AFFAIRS

BY: 

Name and Title: Joseph F. Myers, Director

Date: October 17, 1994

Attachment A

SCOPE OF WORK

Base Grant funding from the Emergency Management, Preparedness and Assistance Trust Fund is intended to enhance county emergency management plans and programs that are consistent with the State Comprehensive Emergency Management Plan and Program. This Scope of Work recognizes that each county is at a varying level of preparedness, and it is understood that each county has a unique geography, faces unique threats and hazards and serves a unique population.

In order to receive base grant funding each county must certify that it will use the award to enhance its Emergency Management Program. To be eligible for an award, each county must certify that it is in compliance with the requirements of Chapter 252, Florida Statutes and appropriate administrative rules and regulations that guide the Emergency Management Program and associated activities. At a minimum, the county must:

1. Maintain a county emergency management agency that supports, and is consistent with, the Florida Emergency Management Program as outlined in Chapter 252, Florida Statutes.
2. Maintain plans and procedures to prepare for, respond to, recover from and mitigate the effects of any incident that may threaten the jurisdiction.
3. Assist the Agency in developing and implementing strategies to reduce the statewide shelter deficit.
4. Perform required plan review and comments.
5. Assist the Agency in ensuring adequate communications, notification and coordination of response activities.
6. Participate in preparedness, training and exercise activities.
7. Complete a five (5) year plan of action for development and maintenance of a comprehensive emergency management program in the county. The five (5) year plan should outline programmatic issues to be completed based upon the results of the Emergency Management Self Assessment completed in 1994.

8. Upon installation under the direction of the State, maintain satellite communications system in the 24-hour warning point.
9. After installation of the system, develop a Standard Operating Procedure for the operation of the satellite communications system.

Attachment B

PROGRAM STATUTES AND REGULATIONS

1. Chapter 252, Florida Statutes
2. Rule Chapter 9G-19, Florida Administrative Code
3. OMB Circular A-87
4. Chapter 287, Florida Statutes
5. Chapter 119, Florida Statutes
6. Chapter 60A-1, Florida Administrative Code
7. The Robert T. Stafford Disaster Relief and Assistance Act (42 USC 5121 et seq)
8. 44 Code of Federal Regulations parts 13 and 206
9. Rule Chapters 9G-6 and 9G-7, Florida Administrative Code

Attachment C

RECORDKEEPING

- A. If applicable, Recipient's performance under this Agreement shall be subject to OMB Circular No. A-102, "Uniform Administrative Requirements for State and Local Governments" or OMB Circular No. A-110, "Grants and Agreements with Institutions of High Education, Hospitals, and Other Nonprofit Organizations," and either OMB Circular No. A-87, "Cost Principles for State and Local Governments," OMB Circular No. A-21, "Cost Principles for Educational Institutions," or OMB Circular No. A-122, "Cost Principles for Nonprofit Organizations."
- B. All original records pertinent to this Agreement shall be retained by the Recipient for three years following the date of termination of this Agreement or of submission of the final close-out report, whichever is later, with the following exceptions:
1. 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. Records for the disposition of non-expendable personal property valued at \$1,000 or more at the time of acquisition shall be retained for three years after final disposition.
 3. Records relating to real property acquisition shall be retained for three years after closing of title.
- C. 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, Attachment A, and all other applicable laws and regulations.
- D. The Recipient, 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 Agency, 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 Agency.

Attachment D

REPORTS

- A. At a minimum, the Recipient shall provide the Agency with quarterly financial, quarterly summary project progress and final close-out reports, all in a format to be provided by the Agency.
- B. Quarterly reports shall begin with the first quarter of the county fiscal year; are due to the Agency no later than thirty (30) days after the end of each quarter of the program year; and shall continue to be submitted each quarter until submission of the final close-out report. The ending dates for each quarter of this program year are December 31, March 31, June 30 and September 30.
- C. The final close-out report is due forty-five (45) days after termination of this Agreement.
- D. If all required reports and copies prescribed above are not sent to the Agency or are not completed in a manner acceptable to the Agency, the Agency may withhold further payments until they are completed or may take such other action as set forth in Paragraphs VII. and IX., and Rule 9G-19.014, F.A.C. "Acceptable to the Agency" means that the work product was completed in accordance with generally accepted principles and applicable law, and is consistent with the Scope of Work.
- E. Upon reasonable notice, the Recipient shall provide such additional program updates or information as may be required by the Agency.

Attachment E

PROCUREMENT, SUBCONTRACTS AND SUBGRANTS

- A. Subcontracts entered into by a Recipient in connection with any portion of the proposed project shall contain all terms of the Recipient's Agreement with the Agency.
- B. The Recipient shall send a copy of any subcontracts entered into in connection with implementing the proposed project to the Agency within 30 days after their effective date.
- C. Recipients shall not award subgrants using funds awarded pursuant to this rule chapter.
- D. Recipients shall comply with all applicable procurement rules and regulations in securing goods and services to implement a proposed project. Wherever required by law or otherwise permitted, Recipients shall utilize competitive procurement practices.
- E. Allowable costs shall be determined in accordance with Office of Management and Budget Circular A-87.

Attachment F

FUNDING/MATCHING

- A. This is a cost-reimbursement Agreement. The Recipient shall be reimbursed for costs incurred in the satisfactory performance of work hereunder in an amount not to exceed \$67,424, subject to the availability of funds. The amount of funds available pursuant to this rule chapter may be adjusted proportionally when necessary to meet any matching requirements imposed as a condition of receiving federal disaster relief assistance or planning funds. Funds received from the Emergency Management, Preparedness and Assistance Trust Fund may not be used to supplant existing funds.
- B. Any advance payment under this Agreement is subject to s. 216.181(14). Florida Statutes. Twenty-five (25) percent of an award may be advanced. Payment of reimbursable expenditures may be requested thereafter, at anytime during any quarter.

All funds received hereunder shall be placed in an interest-bearing account with a separate account code. The interest earned on said account shall be remitted promptly, but at least quarterly, to the Agency.

If an advance payment is requested, the budget data on which the request is based and a justification letter shall be submitted. The letter will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds.

Indicate below which method of payment you prefer:

1. _____ No advance payment is requested; payment will be made solely on a reimbursement basis.
2. XXX An advance payment of \$16,856.00 is requested; balance of payments will be made on a reimbursement basis.
(Justification letter must be provided; advanced funds may not exceed 25% of total eligible award)

- C. After the initial advance, if any, any further payments shall be made on a reimbursement basis. The Recipient agrees to expend funds in accordance with the Scope of Work, Attachment A of this Agreement.
- D. Funds disbursed to the Recipient by the Division that are not expended in implementing the project shall be returned to the Division, along with interest earned on the funds, within ninety (90) days of the expiration of the award agreement.
- E. Recipients shall comply with all applicable procurement rules and regulations in securing goods and services to implement a proposed project.
- F. Allowable costs shall be determined in accordance with applicable Office of Management and Budget Circulars, or, in the event no circular applies, by 48 CFR Part 31 CONTRACT COST PRINCIPLES AND PROCEDURES.
- G. The Recipient shall establish a separate account code for tracking all deposits, expenditures and interest pertaining to an award. A separate account code shall be established for each award received.
- H. At a minimum, Recipients shall continue to provide other funding for the County Emergency Management Agency at an amount equal to either: (1) the average of the previous three years' level of county general revenue funding of the County Emergency Management Agency; or (2) the level of funding for the County Emergency Management Agency for the last fiscal year, whichever figure is lower. County general revenue funding for 911 services, emergency medical services, law enforcement, criminal justice, public works or other services outside the emergency management agency by Section 252.38, Florida Statutes, shall not be included in determining the "level of county funding of the County Emergency Management Agency." Each county shall certify compliance with this rule chapter and this rule by their execution of this Agreement, and as a condition precedent to receipt of funding.
- I. Should the Recipient wish to carry forward, into the fiscal year beginning October 1, 1995, any unspent funds awarded under this contract, Recipient must request such carry forward of funds in writing to the

Division. This request must demonstrate that exceptional circumstances beyond the control of the Recipient existed and prevented full expenditure of this award. This written request must be submitted to the Division along with the final close-out report required under Attachment D, Section C. Failure to timely submit information, or failure to submit complete information, may result in the denial of a request to carry funds forward. Any approved requests will be made through modifications to the following year base contract.