

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.

WHEREAS, the Federal Government has not yet passed a budget for fiscal year 1995-1996; and

WHEREAS, the Federal Government has made a limited amount of funding available by continuing resolution for certain programs;

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, 1995, and shall continue in full force and effect to, and including, September 30, 1996.

B. The Grantee agrees to allocate to the Subgrantee the interim sum of \$6,487.25 which the Subgrantee will match with \$6,487.25 to initiate the successful completion of the activities/projects in the approved five year strategic plan submitted by this Subgrantee and which are applicable to the period of performance of this contract. This interim sum represents Federal Emergency Management Agency (FEMA) State and Local Assistance (SLA) funds made available as of February 15, 1996, and may be supplemented by additional FEMA SLA funds prior to the termination of this Agreement. In the event such additional funds are made available, the Grantee shall so advise by certified mail to the Subgrantee Representative identified in paragraph L. below. Said notification, as evidenced by the signed receipt, shall serve to modify this Agreement to add additional funds, which the Subgrantee hereby agrees to match dollar for dollar. In the event that the Subgrantee does not accept said modification, it shall provide notice to the Grantee within ten (10) days of receipt of the certified mail notifying of the additional funds.

*original copy  
10/15/95  
to Bill [unclear]*

C. It is agreed that liability of the Grantee under this Agreement shall not exceed the total funds received and allocated by the Grantee for this Agreement.

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 all applicable laws, rules, regulations, ordinances and codes of the federal, state and local governments. The payment of funding provided by this Agreement is contingent upon compliance with all applicable laws, rules, regulations, ordinances and codes of the federal, state and local governments. Non-compliance may result in the withholding of funds and the suspension and termination of this Agreement.

## II. REQUIREMENTS AND ASSURANCES

A. General Provisions. The Subgrantee hereby assures and certifies that it will comply with all applicable regulations, policies, guidelines and requirements, including 44 CFR (Code of Federal Regulations) Part 13 ("Common Rule"), 44 CFR Part 302, and 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. Subgrantee also certifies it shall comply with chapter 252, F.S., Rule Chapters 9G-6, 9G-7, and 9G-19, F.A.C., as a condition of the receipt and acceptance of 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 approved "Five Year Strategic Plan", hereinafter referred to as the "Strategic Plan", submitted by the county describing the activities/projects to be accomplished this year under this State and Local Assistance (SLA) Agreement. Such approved Strategic Plan is on file for Subgrantee and has been previously routed for approval with the Subgrantee's Emergency Management Preparedness Assistance Base Grant. At a minimum, Subgrantee shall complete those tasks identified in its Strategic Plan to be performed during the period of this Agreement (i.e. -the first year's activities). Failure to timely complete tasks identified in the Strategic Plan may constitute grounds for withholding funds and suspension and termination of this Agreement.

D. Compensation and Financial Reporting Requirements.

1. The Subgrantee shall use the funds available from this Agreement to pay for State and Local Assistance administrative expenditures. OMB Circular A-87 should be used to provide guidance concerning allowable and unallowable expenditures. 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 reports must be submitted to the Grantee on a quarterly basis and are due within thirty (30) days after the end of each quarter. Progress reports must be submitted to the Grantee on a semiannual basis and are due within fifteen (15) days after the end of the second and fourth 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 final expenditures until the final progress report is received and approved by the Grantee.

3. The Subgrantee shall, within sixty (60) days of execution of this Agreement, provide the Grantee with a copy of the annual budget request submitted to the Board of County Commissioners for emergency management purposes and the actual approved budget for emergency management, including costs not compensated by funds provided in this Agreement. Upon request, the Subgrantee shall provide additional budget detail within thirty (30) days.

E. Fiscal and Program Accountability. The Subgrantee must establish fiscal control of subgrant funds and required matching expenditures as required in Federal Emergency Management Agency (FEMA) regulations, 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 shown in paragraph II.C. 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 public 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, 1997 and shall be sent directly to:

Department of Community Affairs  
Office of Inspector General  
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. However, the funding amount and match commitment identified in paragraph I.B., above, may be modified as provided in that paragraph.

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. 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 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 HEREOF, the Grantee and the Subgrantee have executed this Agreement;

FOR THE SUBGRANTEE:

FOR THE GRANTEE:

STATE OF FLORIDA

DEPARTMENT OF COMMUNITY AFFAIRS

BY:   
Authorized County Official

BY: \_\_\_\_\_  
Authorized Department Official

Jim B. Higginbotham, Chairman

Joseph F. Myers/Division Director

Name/Title

Name/Title

March 11, 1996

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Federal Employer ID # \_\_\_\_\_  
Catalog of Federal Domestic Assistance Number and Program  
CFDA # 83.534 State and Local Assistance (SLA)