

AMENDMENT

REC'D JAN 21 1997

BETWEEN THE STATE OF FLORIDA

AND

NASSAU COUNTY

THIS AMENDMENT, entered into between the State of Florida, Department of Community Affairs (the Department), and Nassau County, herein after referred to as the "County" amends Agreement (the "Agreement") No: 97CP-3V-04-55-22-026.

WHEREAS, pursuant to Article IV, MODIFICATIONS, either party may request changes to the Agreement; and

WHEREAS ARTICLE IX, STANDARD CONDITIONS, provides that the County agrees to be bound by the provisions included in the Standard Conditions attached to and incorporated by reference in this Agreement; and

WHEREAS, both parties concur that the following language needs to be added to the Standard Conditions:

8. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Department.
9. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

All other provisions not inconsistent with amendment shall remain in full force and effect.

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

AGREED

FOR THE COUNTY:

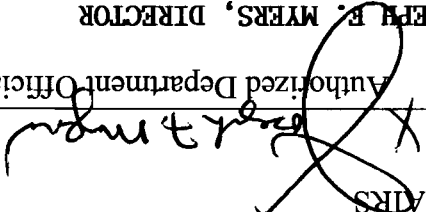
FOR THE DEPARTMENT:

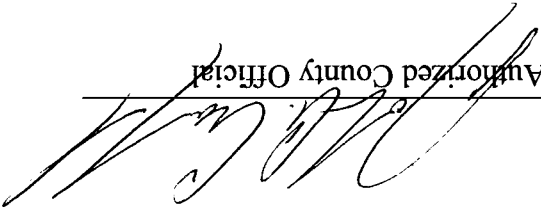
NASSAU

STATE OF FLORIDA

DEPARTMENT OF COMMUNITY

AFFAIRS

BY:  X
Authorized Department Official

BY: 
Authorized County Official

John A. Crawford, Chairman

JOSEPH E. MYERS, DIRECTOR
DIVISION OF EMERGENCY MANAGEMENT

Name/Title

Name/Title

January 13, 1997

1/29/97

Date

Date

Federal Employer ID Number

59-1863042

Copy

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, 1996, and shall continue in full force and effect to, and including, September 30, 1997.

B. The Grantee agrees to allocate to the Subgrantee the maximum sum of \$25,772 which the Subgrantee will match with \$25,772 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.

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.

1/17/97
Originals to Dr. Law - DLS

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, 9G-11, 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 signing this Agreement, that to the best of his or her knowledge and belief, no federally 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 and Assistance (EMPA) Base Grant. At a minimum, Subgrantee shall complete those tasks identified in its Strategic Plan to be performed during the period of this Agreement. 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 personnel, travel and 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 according to the requirements set forth in the Subgrantee's EMPA base grant for the same fiscal period. A final Administrative Expenditure Report, serving as the close-out report, is due within thirty (30) days after the termination of this Agreement. The Subgrantee shall not receive reimbursement for final expenditures until the final progress report is received, previous payments are audited and final approval has been made by the Grantee.

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 thirty (30) 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, 1998 and shall be sent directly to:

Department of Community Affairs
Office of Inspector General
2555 Shumard Oak Boulevard
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. The Grantee may offset current awarded funds to reimburse for previous year non-compliance. If the Subgrantee fails to provide the reimbursement within 30 (thirty) days, then the Subgrantee authorizes the Grantee to deduct the amount to be reimbursed from any funds awarded to the Subgrantee but not yet released by the Grantee.

8. The Subgrantee shall have all audits completed by an independent public accountant (IPA) who shall be either 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 set forth in writing and delivered either by hand delivery, or first class, certified mail, return receipt requested, to the representative identified below. Said notification shall be 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 language binding the subcontractor to the terms and conditions of this Agreement with the Grantee.

2. The Subgrantee agrees to include in the subcontract language stating that the subcontractor shall hold the Grantee and Subgrantee harmless against all claims of whatever nature which may arise 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

John A. Crawford, Chairman

Name/Title

Joseph F. Myers/Division Director

Name/Title

January 13, 1997

Date

Date

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



NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
P.O. Box 1010
Fernandina Beach, Florida 32035-1010

Nick Deonas
John A. Crawford
Pete Cooper
Chris Kirkland
Marianne Marshall

Dist. No. 1 Fernandina Beach
Dist. No. 2 Fernandina Beach
Dist. No. 3 Yulee
Dist. No. 4 Hilliard
Dist. No. 5 Callahan

JOSEPH M. "Chip" OXLEY, JR.
Ex-Officio Clerk

MICHAEL S. MULLIN
County Attorney

WALTER D. GOSSETT
County Coordinator

MEMORANDUM

DATE: January 15, 1997
TO: R. Kotsis, Director, Department of Public Safety
FROM: J. M. "Chip" Oxley, Jr.
SUBJECT: Agreement #97EM-7T-04-55-10-045 between the State of Florida Department of Community Affairs and Nassau County

Enclosed are four originals of the subject agreement. Upon execution by the State, please return an original to my office for our permanent file.

Thank you for your assistance.

jmg

Enclosures

(904) 225-2610 Board Room; 321-5703, 879-1029, (800) 958-3496

An Affirmative Action / Equal Opportunity Employer



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: 1/13 1997

ACTION: 13

INFO: _____

RECEIVED DEC 23 1996 *mg*

MEMORANDUM

TO: WALT GOSSETT, COUNTY COORDINATOR

FROM: *AR* R. KOTSIS, DIRECTOR, DPS

RE: SIGNATURE BY BOARD CHAIRMAN,
SLA AGREEMENT, STATE OF FLORIDA

DATE: DECEMBER 23, 1996

The above cited agreement and the Administrative Expenditure Report were received by this office and are being forwarded to you for placement on the agenda for the next board meeting. We need the signature of the Chairman on all four copies and then returned to this office for mailing to the State.

A fully executed agreement will be returned to us and I will provide a copy for the Board file.

If you have any questions, please call me.



STATE OF FLORIDA
DEPARTMENT OF COMMUNITY AFFAIRS
EMERGENCY MANAGEMENT • HOUSING AND COMMUNITY DEVELOPMENT • RESOURCE PLANNING AND MANAGEMENT

LAWTON CHILES
Governor

JAMES F. MURLEY
Secretary

January 30, 1997

Mr. Robert L. Kotsis
Nassau County Department of
Emergency Services
11 North 14 Street, Box 12
Fernandina Beach, Florida 32034

Dear Mr. Kotsis:

Enclosed is an original executed copy of the amendment to the contractual agreement between the Department of Community Affairs and Nassau County. If you have any questions regarding this amendment, please call Robert Frizzell at (904) 413-9921.

Sincerely,

A handwritten signature in cursive script that reads "Mack Gardner".

Mack Gardner, Planning Manager
Compliance Planning Section

MG:pk

Enclosure

2555 SHUMARD OAK BOULEVARD • 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



NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
P.O. Box 1010
Fernandina Beach, Florida 32035-1010

Nick Deonas
John A. Crawford
Pete Cooper
Chris Kirkland
Marianne Marshall

Dist. No. 1 Fernandina Beach
Dist. No. 2 Fernandina Beach
Dist. No. 3 Yulee
Dist. No. 4 Hilliard
Dist. No. 5 Callahan

JOSEPH M. "Chip" OXLEY, JR.
Ex-Officio Clerk

MICHAEL S. MULLIN
County Attorney

WALTER D. GOSSETT
County Coordinator

MEMORANDUM

DATE: January 15, 1997
TO: R. Kotsis, Director, Department of Public Safety
FROM: J. M. "Chip" Oxley, Jr. *JMO*
SUBJECT: Agreement #97CP-3V-04-55-22-026 between the State of Florida Department of Community Affairs and Nassau County

Enclosed are three originals of the subject agreement. Upon execution by the State, please return an original to my office for our permanent file.

Thank you for your assistance.

jmg

Enclosures

RECEIVED JAN - 3 1997 *my*



BOARD MEETING

DATE: 1/13 1997

ACTION: 10

INFO: _____ EMERGENCY MANAGEMENT • HOUSING AND COMMUNITY DEVELOPMENT • RESOURCE PLANNING AND MANAGEMENT

STATE OF FLORIDA
DEPARTMENT OF COMMUNITY AFFAIRS

LAWTON CHILES
Governor

JAMES F. MURLEY
Secretary

December 27, 1996

Mr. Robert L. Kotsis
Nassau County Department of
Emergency Services
11 North 14 Street, Box 12
Fernandina Beach, Florida 32034

Dear Mr. Kotsis:

The Department of Community Affairs is required to add two (2) standard conditions (8 and 9) to Agreement Number 97CP-3V-04-55-22-026. This is in accordance with the Governor's Executive Order 96-236.

Enclosed are three copies of the amended agreement document which must be signed by the Chairperson of the Board of County Commissioners and returned to the Department of Community Affairs as soon as possible. An original signed amended document will be returned to you for your files. If you have any questions regarding this amendment document, please call Mack Gardner at (904) 413-9913.

Sincerely,

Eve Rainey, Chief
Bureau of Compliance Planning
And Support

ER:mgk

Enclosures

2555 SHUMARD OAK BOULEVARD • 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