



STATE OF FLORIDA  
DEPARTMENT OF COMMUNITY AFFAIRS

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

LAWTON CHILES  
Governor

JAMES F. MURLEY  
Secretary

May 28, 1997

**MEMORANDUM**

TO: County Emergency Management Director

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

SUBJECT: Modification to Grant Agreement

Enclosed is your fully executed copy of Modification Number One to your Fiscal Year 1996-97 Emergency Management Preparedness and Assistance Agreement. Please make this a part of your agreement file.

If you have any questions or need any further assistance, please call me at (904) 413-9934 or Dee Giles at 904-413-9940.

SFA/dgs

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

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 1996-97 for the purpose of improving and enhancing emergency management activities; and

WHEREAS, the County has agreed to be bound by the provisions included in Article XIV., Standard Conditions; and

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

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

Article XIV. STANDARD CONDITIONS, is modified to add the following:

- F. 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.
- G. 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.

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

- H. The amounts retained for the satellite service cover the initial order for services provided to the Department pursuant to the services agreement between Hughes Network Systems and the State of Florida. The charge does not cover maintenance, repair, additional equipment and other services not part of the initial order for services. The service charge covers only the remote corrective maintenance specified in paragraph 4.3 of the Service Agreement with HNS and does not cover other maintenance, repair, additional equipment and other services not part of the initial order for services.

In particular, the service charge does not cover:

1. Maintenance, repair, or replacement of parts damaged or lost through catastrophe, accident, lightning, theft, misuse, fault or negligence of the County or causes external to the Equipment, such as, but not limited to, failure of, or faulty, electrical power or air conditioning, operator error, failure or malfunction of data communication Equipment not provided to the County by the Department under this Agreement, or from any cause other than intended and ordinary use.
2. Changes, modifications, or alterations in or to the Equipment other than approved upgrades and configuration changes.
3. Deinstallation, relocation, or removal of the Equipment or any accessories, attachments or other devices.

The County shall be independently responsible for any and all charges not part of the initial service order.

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 their undersigned officials as of the date listed below.

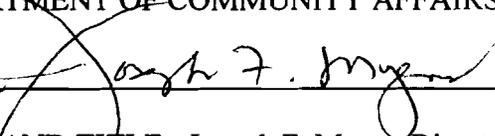
RECIPIENT:

BY: 

NAME AND TITLE: John A. Crawford, Chairman

DATE: May 12, 1997

STATE OF FLORIDA  
DEPARTMENT OF COMMUNITY AFFAIRS

BY: 

NAME AND TITLE: Joseph F. Myers, Director

DATE: 5/27/97

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 "Department"), and Nassau County, (hereinafter referred to as the "County").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING FACTS:

WHEREAS, the Department 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 County 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 Department and the County do mutually agree as follows:

I. SCOPE OF WORK AND FUNDING

The County 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 County and the Department 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, 1996 and shall end September 30, 1997, 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, 1997, 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 effective only when reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement.

V. MONITORING

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

VII. NONCOMPLIANCE, REMEDIES, AND TERMINATION

A. If a County fails to comply with any term or condition applicable to an award under Rule Chapter 9G-19 or any term or condition including, but not limited to, federal and state laws, rules and regulations, applicable to any other funding administered by the Division, then the Department shall 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 County resulting from obligations incurred by the County during suspension or after termination of an award are not allowable unless the Department expressly authorizes them in the notice of suspension or termination, or subsequently authorizes them in writing. Other County 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 County 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. Counties with 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 Agreement should be disallowed, then the County shall return those disallowed funds to the Department. In the alternative, the Department may, in its sole discretion, offset the disallowed amount against any current or future awards to the County.
  - E. Actions taken for noncompliance constitute final Department action under Chapter 120, Florida Statutes, as amended. Notification of such actions shall include notice of administrative hearing rights and time frames.
  - F. The County shall return funds to the Department if found in non-compliance with laws, rules, or 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 Department designates Joseph F. Myers, Director, Division of Emergency Management, or his designee, as the Department'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  
 2555 Shumard Oak Boulevard  
 Tallahassee, Florida 32399-2100

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

Wm. S. Pachler  
Emergency Preparedness Planner  
11 N. 14th Street Suite 12  
Fernandina Beach, Florida 32034-0494  
 Telephone #: (904) 321 5732

- C. All payments relating to this Agreement shall be mailed to the following address:

Department of Public Safety  
11 N. 14th Street Suite 12  
Fernandina Beach, FL 32034-0494

- D. In the event that different representatives are designated by either party after execution of this Agreement, notice of the name, title, address and telephone number 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 County, in this Agreement, in any subsequent submission or response to Department 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 Department and with thirty (30) days written notice to the County, cause the termination of this Agreement and the release of the Department from all its obligations to the County.
- 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 Department of any right or remedy granted hereunder or failure to insist on strict performance by the County shall affect or extend or act as a waiver of any other right or remedy of the Department hereunder, or affect the subsequent exercise of the same right or remedy by the Department for any further or subsequent default by the County. Any power of approval or disapproval granted to the Department 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 County 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 Department. "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. County shall also provide the Department with the records, reports or financial statements upon request for the purposes of auditing and monitoring the funds awarded under this Agreement.
- D. The County shall provide the Department 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 Department as a grant-in-aid appropriation.
1. The annual financial audit report shall include all management letters and the County'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 Department 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 Inspector General  
2555 Shumard Oak Boulevard  
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 County shall be held liable for reimbursement to the Department of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Department has notified the County of such non-compliance.
- F. The County 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 County 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, 1998.

XI. SUBCONTRACTS AND PROCUREMENT

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

- 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 Department reserves the right to unilaterally cancel this Agreement for refusal by the County 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 County in conjunction with the Agreement.

XV. STATE LOBBYING PROHIBITION

No funds or other resources received from the Department 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 Department.

XVI. LEGAL AUTHORIZATION

The County 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 County also certifies that the undersigned possesses the authority to legally execute and bind County to the terms of this Agreement.

XVII. EQUIPMENT AND PROPERTY MANAGEMENT

The County acknowledges the 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) the State of Florida Lease/Purchase Agreement, dated October 1994, executed between Hughes Network Systems, Inc. ("HNS"), and the Department, (a copy of which is available from the Department) regarding the procurement and use of the Equipment; and (2) the 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:

- A. 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) 413-9910.
- B. 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.
- C. 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.
- D. 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 Agreement. 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.
- E. 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.
- F. That any software supplied in connection with the use or installation of the equipment is subject to proprietary rights of Hughes Network Systems, Inc., 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.

- G. To comply with these provisions for a period of sixty-seven (67) months from the date of installation of the Equipment, or the termination of the HNS Agreements, whichever occurs first.

#### XVIII. COMMUNICATIONS COSTS

By its execution of this Agreement, the County authorizes the Department to deduct the appropriate costs of the recurring charges for the satellite communications equipment from the allocation provided to County under Rule 9G-19.005(3), Florida Administrative Code. The deduction is \$500 per month for twelve months (\$6,000/year) less a credit of \$371 from Fiscal Year 1995-96 for a total deduction of \$5,629 for Fiscal Year 1996-97.

In the event the County desires to continue use of the National Warning System (NAWAS) line, then the County shall assume all operational and fiscal responsibility for the NAWAS line and equipment in the County.

#### XIX. CERTIFICATIONS

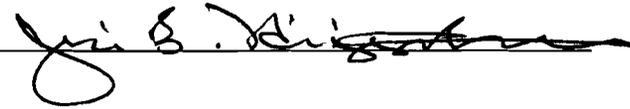
By its execution of this Agreement, the County certifies that it is currently in full compliance with the Rule Chapters 9G-6, 9G-7, and 9G-19, F.A.C., Chapter 252, Florida Statutes and appropriate administrative rules and regulations that guide the emergency management program and associated activities.

The County certifies that funds received from the Emergency Management, Preparedness and Assistance Trust Fund will not be used to supplant existing funds, nor will funds from one program under the Trust Fund be used to match funds received from another program under the Trust Fund.

By its signature below, the County reaffirms its certification to employ and maintain a full-time Director consistent with Section 9G-19.002(6), Florida Administrative Code.

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

County:

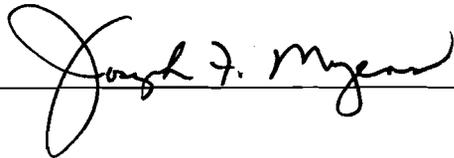
BY: 

Name and title: Jim B. Higginbotham, Chairman  
Nassau County Board of County Commission

Date: 9-30-96

Federal Employer I.D. 59-186-3042

STATE OF FLORIDA  
DEPARTMENT OF COMMUNITY AFFAIRS

BY: 

Name and Title: Joseph F. Myers, Director

Date: 11/12/96

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 (reference Rule Chapters 9G-6 and 7, F.A.C. and Chapter 252, F.S.). 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.

As a condition of receiving funding pursuant to this Agreement, the County shall complete the work items that fall between October 1, 1996 and September 30, 1997, listed in the revised Five-year Strategic Plan, as approved by the Department. The revised Five-year Strategic Plan is attached hereto as Attachment A-1.

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 7, 9, 13 and 206
9. Rule Chapters 9G-6 and 9G-7, Florida Administrative Code

Attachment C

RECORDKEEPING

- A. If applicable, County'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 County 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, Attachments A and A-1, and all other applicable laws and regulations.
- D. The County, 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 Department, 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 Department.

Attachment D

REPORTS

- A. The County shall provide the Department with quarterly financial reports, semi-annual summary progress reports prepared in conjunction with the Department's Area Coordinator, and a final close-out report, all in a format to be provided by the Department.
- B. Quarterly reports shall begin with the first quarter of the county fiscal year; are due to the Department 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. In addition to the above, in order to ensure compliance with Rule 9G-19.011, F.A.C., historical budgetary information relating to the County Emergency Management Program will also be required. This information shall be developed based on guidelines provided by the Department and shall be submitted to the Department no later than March 31, 1997.
- E. A proposed budget summary describing planned expenditure of funds provided under this Agreement toward the completion of items detailed in Attachments A and A-1 shall be submitted to the Department in a format provided by the Department not later than December 31, 1996.
- F. If all required reports, budget summary and budgetary information prescribed above are not provided to the Department or are not completed in a manner acceptable to the Department, the Department 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 Department" means that the work product was completed in accordance with generally accepted principles, guidelines and applicable law, and is consistent with the Scope of Work.
- G. Upon reasonable notice, the County shall provide such additional program updates or information as may be required by the Department.
- H. All report formats provided by the Department shall be made available to the County by request on electronic disk.

Attachment E

PROCUREMENT, SUBCONTRACTS AND SUBGRANTS

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

FUNDING/MATCHING

A. This is a cost-reimbursement Agreement. The County shall be reimbursed for costs incurred in the satisfactory performance of work hereunder in an amount not to exceed **\$92,090** subject to the availability of funds from the Department. 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, nor shall funds from one program under the Trust Fund be used to match funds received from another program under the Trust Fund.**

B. Any advance payment under this Agreement is subject to s. 216.181(14), Florida Statutes. Up to twenty-five (25) percent of an award may be advanced.

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 is preferred:

1.  No advance payment is requested; payment will be made solely on a reimbursement basis.
2.  An advance payment of \$\_\_\_\_\_ 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 quarterly reimbursement basis. Additional reimbursement requests in excess of those made quarterly may be approved by the Department for exceptional circumstances. An explanation of the exceptional circumstances must accompany the request for reimbursement. The County agrees to expend funds in accordance with the Scope of Work, Attachments A and A-1 of this Agreement.

D. All funds received hereunder shall be placed in an interest-bearing account with a separate account code for tracking all deposits, expenditures and interest earned. Funds disbursed to the County by the Department that are not expended in implementing this program shall be returned to the Department, along with any interest earned on all funds received under this Agreement, within ninety (90) days of the expiration of the award Agreement.

- E. The County shall comply with all applicable procurement rules and regulations in securing goods and services to implement the Scope of Work.
- 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. At a minimum, the County shall continue to provide other funding for the County Emergency Management Department 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 Department; or (2) the level of funding for the County Emergency Management Department 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 Department by Section 252.38, Florida Statutes, shall not be included in determining the "level of county funding of the County Emergency Management Department." The 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.
- H. Should the County wish to carry forward, into the fiscal year beginning October 1, 1997, any unspent funds awarded under this Agreement, the County must request such carry forward of funds in writing to the Department by July 31, 1997. This request must include a detailed explanation and justification for the request and may not exceed an amount equal to 25% of the total amount awarded under this Agreement less the funds, if any, carried forward in the initial FY 1996-97 Agreement from the FY 1995-96 Base Grant Agreement. Failure to timely submit information, or failure to submit complete information, may result in the denial of a request to carry funds forward. Any carry forward amounts approved will be added to the County's following year's base Agreement.

REVISED SEPTEMBER 1996

In pursuance to the scope of Work for the Emergency Management Preparedness and Assistance Grant: 96CP-05-04-55-01-045, I am submitting an updated 5 YEAR Strategic Plan for Nassau County Emergency Preparedness. In developing this plan I am reminded of the concept of "bounded rationality", the essence of this concept is that people select protection options that reflect their perception of risk - - perceptions that often do not conform to scientifically determined assessments. This is borne out by the constant quest to build on the beaches and rivers without regard for the potential devastation brought on by a Northeast or a Hurricane. There has been a new sub-division built on the west side of South Fletcher Ave. this past year and plans for a 96 unit independent living apartment complex on the south end of the island are in the planning stages.

The major vulnerability of Nassau County is that of an impact from a hurricane on the order of magnitude of Category 3 or above. In the recent years the occasional Northeast has caused discomfort and loss of roadway and houses. The activity in the past year saw minor erosion in the area of Atlantic Blvd and South Fletcher. In the realm of daily exposure there is the ever present danger of a Hazardous Materials incident on the roadways or at one of the major paper mills on Amelia Island or at any one of the water treatment facilities. Another realm of vulnerability resides in the growth of Mobile Homes, which have the unfounded scientific propensity to attract Tornadoes. While Nassau County struggles to remain a Rural Community, the surge of growth being thrust upon it by the economic development within the Metropolitan Area continually adds to the challenge of preparedness. This plan is intended to serve as a mechanism by which the respective City Councils and the Board of County Commissioners can effectively respond to any situation with confidence. This by no means removes the burden of responsibility from the individual citizen to remain out of harms way to the best of their ability.

This is a new direction for Nassau County and this document is intended to set a firm foundation for the near future and the far future. The recent Hurricane activity passing close by the County has improved the acceptability of this grant and its requirements. The realistic obtainment of this plan is predicated on the governmental involvement, industry and local businesses, the citizens, and the availability of funding. While the majority of the funding requirements can not be borne alone by the Grant, it can serve to provide a seed by which the goals can more readily be obtained.

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10/27/96

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**NASSAU COUNTY EMERGENCY PREPAREDNESS 5 YEAR STRATEGIC PLAN 1996**

**GOAL 1: CONTINUED DEVELOPMENT OF THE NASSAU COUNTY  
COMPREHENSIVE EMERGENCY MANAGEMENT PLAN**

**STRATEGY 1.1** Continue to develop and implement the CEMP in accordance with the directives from State and FEMA.

**November 1996**

**TASK 1.1** Continue in the assistance in the development of Disaster Contingency Planning for all governmental agencies within Nassau County.

**TASK 1.2** Incorporate these plans in the overall Nassau County CEMP.

**TASK 1.3** Continue the development of liaison with the business community through the Chambers' of Commerce to further the Disaster Contingency Planning for the business community.

**JANUARY 1997**

**TASK 1.4** Complete development of all appropriate annexes and sops.

**TASK 1.5** Present CEMP to all governmental agencies for review and final comments.

**APRIL 1997**

**TASK 1.5** Present final draft of Nassau County CEMP to the Board of County Commissioners.

**TASK 1.6** Upon approval of draft, publish RFP's in support of the CEMP.

**JUNE 1997**

**TASK 1.7** Conduct self evaluation for emergency preparedness in accordance with established DEM guide lines.

**TASK 1.8** Enhance the Nassau County CEMP by continual monitoring of governmental agencies planning.

**TASK 1.9** Incorporate the business communities Disaster Contingency Plans into the Nassau County CEMP.

**NASSAU COUNTY EMERGENCY PREPAREDNESS 5 YEAR STRATEGIC PLAN 1996**

**OCTOBER 1997 - SEPTEMBER 2001**

TASK 1.10 Continually monitor the plan(s) and expand and revise as warranted by growth and revision of Nassau County governmental agencies.

**NASSAU COUNTY EMERGENCY PREPAREDNESS 5 YEAR STRATEGIC PLAN 1996**

**GOAL 2: REVISE AND ENHANCE EMERGENCY EVACUATION AND RE-ENTRY PROCEDURES**

**STRATEGY 2.1** Working in concert with the Chief of Police of Fernandina Beach and the Sheriff of Nassau County and the FDLE Liaison develop update traffic flow patterns and identification passes for the residents and business community.

**NOVEMBER 1996**

**TASK 2.1** Develop a revised Evacuation Zone Map/Traffic Control procedure to the County Coordinator and Director of Public Works.

**TASK 2.2** Draft a standard operating procedure for the RE-ENTRY in post disaster situations.

**TASK 2.3** Develop a decal that can be readily seen by law enforcement and security personnel to be issued to the appropriate citizens within the county.

**MARCH 1997**

**TASK 2.4** Inform the citizens of Nassau County about the RE-ENTRY procedures and decals.

**TASK 2.5** Issue the appropriate decals.

**MAY 1997 - MAY 2001**

**TASK 2.6** Update decal issue file and re-issue corresponding year decal.

**NASSAU COUNTY EMERGENCY PREPAREDNESS 5 YEAR STRATEGIC PLAN 1996**

**GOAL 3: ENHANCE SHELTERING FACILITIES WITHIN NASSAU COUNTY**

**STRATEGY 3.1:** Re-inspect facilities considered shelter facilities by the Northeast Florida Chapter of the American Red Cross

**NOVEMBER 1996**

**TASK 3.1** Identify any new facilities that could serve as a shelter.

**JANUARY 1997**

**TASK 3.2** Meet with the Assistant Administrator and the Northeast Chapter of the American Red Cross to report the findings. Update Shelter Managers and staff availability.

**MAY 1997 - MAY 2001**

**TASK 3.3** Assist School Board in preparing 9G-19 Competitive Grant bid.

**TASK 3.8** Identify any new facilities constructed that could serve as a shelter.

**NASSAU COUNTY EMERGENCY PREPAREDNESS 5 YEAR STRATEGIC PLAN 1996**

**GOAL 4: ENHANCE EXISTING PERSONS WITH SPECIAL NEEDS EVACUATION AND SHELTERING PLAN.**

**STRATEGY 4.1** Coordinate with the Nassau County Public Health Unit and the Council on Aging in designating shelter requirements, staffing, funding, and transportation requirements of Nassau County.

**OCTOBER 1996**

**TASK 4.1** Cross reference data base with the Community Transportation Coordinator for duplications.

**TASK 4.2** Identify requirements of implementing routing schedules in the event an evacuation is required.

**TASK 4.3** Continue coordination with the Council on Aging and Nassau County Public Health Unit in identifying shelter availability, staffing availability, and transportation requirements.

**MAY 1997**

**TASK 4.4** Request funding allocation for support of this program from the Board of County Commissioners.

**TASK 4.5** Continue to monitor program and maintain liaison with the Council on Aging and the Nassau County Public Health Unit.

**MAY 1998 - SEPTEMBER 2001**

**TASK 4.6** Continue coordination with the Council on Aging and Nassau County Public Health Unit in identifying shelter availability, staffing availability, and transportation requirements.

**NASSAU COUNTY EMERGENCY PREPAREDNESS 5 YEAR STRATEGIC PLAN 1996**

**GOAL 5: ENHANCE EMERGENCY WARNING/BROADCASTING CAPABILITIES WITHIN NASSAU COUNTY.**

**STRATEGY 5.1** Meet with media representatives of Nassau County, Duval County Florida, and Camden County Georgia to facilitate the increase existing Warning/Broadcast capabilities.

**OCTOBER 1996 - SEPTEMBER 2001**

**TASK 5.1** Maintain liaison with Duval County for the activation of the EBS.

**TASK 5.2** Maintain liaison with NOAA Jacksonville Weather Station.

**TASK 5.3** Monitor the upgrading of the Emergency Warning/Broadcast system for Nassau County.

**NOVEMBER 1996**

**TASK 5.1** Continue liaison with the Society of Broadcast Engineers in the development of the new Emergency Alert System.

**TASK 5.2** Continue to procure equipment for the establishment of a local access to the EAS.

**JANUARY 1997**

**TASK 5.3** Implementation of the new EAS.

**TASK 5.4** Train EOC and Consolidated Dispatch Center personnel in the operation of the new system.

**NASSAU COUNTY EMERGENCY PREPAREDNESS 5 YEAR STRATEGIC PLAN 1996**

**GOAL 6: PREPARE THE NASSAU COUNTY HAZARDOUS MITIGATION (409) PLAN.**

**STRATEGY 6.1** Coordinate the plan development with the Nassau County Planner and the Northeast Florida Regional Planning Council.

**NOVEMBER 1996**

**TASK 6.1** Establish frame work outline by which the plan can be systematically developed.

**TASK 6.2** Establish a person within the County that can be appointed as the Local Government Hazard Mitigation Coordinator.

**JANUARY 1997**

**TASK 6.3** Present draft of the Hazardous Mitigation Plan to the County Coordinator.

**TASK 6.4** Identify Pre Disaster Mitigation projects and prioritization of the projects.

**APRIL 1996**

**TASK 6.4** Request funding for Hazardous Mitigation from the Board of County Commissioners to perform a cost analysis for the Pre Disaster Mitigation identified projects.

**TASK 6.7** Request for Hazardous Mitigation from other funding sources.

**JUNE 1997 - SEPTEMBER 2001**

**TASK 6.8** Monitor Hazardous Mitigation Plan and county growth to insure applicability and compliance with the State of Florida and Nassau Comprehensive Land Use Plan.

NASSAU COUNTY EMERGENCY PREPAREDNESS 5 YEAR STRATEGIC PLAN 1996

**GOAL 7: ESTABLISH EMERGENCY MITIGATION, PREPAREDNESS, RESPONSE, AND RECOVERY TRAINING.**

**STRATEGY 7.1** With the assistance of DEM/Training develop series of Hazardous Mitigation, Preparedness, Response, and Recovery training seminars for the Nassau County Governmental Agencies. Prepare to participate in State Wide Hurricane Exercise as appropriate by the senario presented by the State DEM..

**NOVEMBER 1996**

**TASK 7.1** Establish training requirements for governmental and public sector persons in the following areas: Rapid Impact Team Liaison, Damage Assessment, Disaster Recovery Center Operations.

**TASK 7.2** Conduct a Damage Assessment Work Shop for staff personnel.

**TASK 7.3** Conduct a Rapid Impact Team Liaison Work Shop for staff personnel.

**TASK 7.4** Conduct a Disaster Recovery Center Operations Work Shop for staff personnel.

**JANUARY 1997 - SEPTEMBER 2001**

**TASK 7.5** Coordinate with the Association of Contingency Planners, Northeast Chapter of Florida (ACP-NEFL) and the Baker & Duval County Emergency Preparedness Planner for presentation of Public awareness training.

**TASK 7.6** Prepare for DEM Hurricane Exercise.

**APRIL 1997 - APRIL 2001**

**TASK 7.7** Schedule and conduct Hurricane Awareness and Response training for Nassau County Governmental Agencies Shrimp Festival presentation.

**TASK 7.8** Coordinate the presentation of Hurricane Awareness and Response training for the Nassau County Public sector with ACP-NEFL.

**NASSAU COUNTY EMERGENCY PREPAREDNESS 5 YEAR STRATEGIC PLAN 1996**

**GOAL 8: ENHANCE EMERGENCY PREPAREDNESS PLANING & RESPONSE THROUGH THE IMPLEMENTATION OF GRAPHICAL INFORMATION SYSTEMS & GLOBAL POSITIONING SYSTEMS.**

**STRATEGY 8.1** Conduct a review of existing computer hardware and software capabilities within the Nassau County Governmental Agencies. Coordinate efforts with the Nassau County's Planner, 911 Coordinator, Systems Administrator, Property Appraisers, and Tax Collector's office.

**JANUARY 1997**

**TASK 8.1** Establish coordination of support for GIS/GPS with Duval County GIS Manager and the University of Florida and Florida State University.

**TASK 8.2** Coordinate with the Northeast Florida Regional Planing Council for GIS support in the completion of the Hazardous Materials Plan and the Nassau County Comprehensive Emergency Management Plan. Also establish support and response capabilities in the event of a disaster.

**TASK 8.3** Purchase Global Positioning Equipment.

**TASK 8.4** Develop a cadre of citizens with computer capabilities to assist in the event of a disaster in the realm of Graphical Information Systems.

**OCTOBER 1997 - SEPTEMBER 2001**

**TASK 8.5** Upload GIS/GPS data to State DEM GIS Section.

**TASK 8.6** Upload GIS/GPS data to UF & FSU & NERPC.

**TASK 8.7** Monitor GIS/GPS data files and update as needed.

**TASK 8.8** Continue facilitating the utilization of GIS/GPS.

9G-19 BASE FUNDING FOR COUNTY EMERGENCY MANAGEMENT AGENCIES,  
EMERGENCY MANAGEMENT COMPETITIVE GRANT PROGRAM AND  
MUNICIPAL COMPETITIVE GRANT PROGRAM RULE

9G-19.000	Section Table of Contents
9G-19.002	Definitions.
9G-19.003	Limitations.
9G-19.004	Base Grant Eligibility.
9G-19.005	Base Grant Distribution Formula.
9G-19.006	Reallocation of Base Grant Funds.
9G-19.007	Competitive Awards Eligibility.
9G-19.008	Procedures for Awarding Competitive Grants.
9G-19.009	Selection Criteria for Competitive Grants.
9G-19.010	Disbursement.
9G-19.011	Match Requirements.
9G-19.014	Noncompliance.

9G-19.002 Definitions.

(1) "Base Grant" means those funds allocated in accordance with the formula in Rule 9G-19.005 as a minimum allocation to County Emergency Management Agencies.

(2) "Competitive Awards" means those funds available for

awards pursuant to the competitive award process identified in Section 9G-19.007.

(3) "County Emergency Management Agency" means one of the sixty-seven (67) emergency management agencies authorized, established and maintained by each county pursuant to Section 252.38, Florida Statutes, as amended by Chapter 93-211, Laws of Florida.

(4) "Department" means the Florida Department of Community Affairs.

(5) "Division" means the Division of Emergency Management, Department of Community Affairs.

(6) "Full-time Director" means a single professional emergency management program Administrator working full-time as identified in the position description established by the Board of County Commissioners.

(7) "Municipal Emergency Management Program" means an emergency management program authorized, established and maintained by a legally constituted municipality in Florida, which has signed the Statewide Mutual Aid Agreement and supplied all required information and documentation such that it is ready to be signed by the Division as of the date of the application deadline.

(8) "Part-time Coordinator" means a professional managerial or staff employee, with demonstrated experience in the field of emergency management, who works in an emergency management capacity at least 20 hours a week. Clerical staff shall not qualify as a "Part-time Coordinator."

(9) "Review Committee" means the group of persons who will review competitive grant applications. The review committee shall consist of a minimum of three persons appointed by the Secretary of the Department. Not later than five days after the due date for applications as noticed in the Florida Administrative Weekly, the Florida Emergency Preparedness Association may appoint one representative to the review committee, for a minimum total of four members. This representative shall have the same powers and duties as other review committee members, but shall not represent an agency or organization that has submitted an application for a competitive grant award from the Trust Fund. Meetings of the committee shall be at the call of the committee's chairperson, who shall be designated by the Secretary.

(10) "Match" means, for purposes of the competitive grant programs only, contributions, both cash and in-kind, which meet all of the following: (a) are verifiable from the applicant's official records; (b) are not included as contributions for any

other state or federally assisted programs; (c) are necessary and reasonable for proper and efficient accomplishment of the emergency management project objectives, as specified in the application; (d) are allowable under OMB Circular A-87, and conform to OMB A-102; (e) are not provided by the State or Federal government under another assistance agreement unless authorized under that other agreement and the applicable laws, rules and regulations; (f) are provided for in the approved project budget; and (g) if indirect costs, are pre-approved by the Division and are directly attributable to the project; (h) all costs submitted by the applicant as project match must represent a firm commitment of funds, i.e.- an obligation of currently available capital contingent upon nothing other than the award of a grant from the Program. Conditional commitments will not be recognized as "match." All appropriate records supporting the applicant's claim for project match must be created, retained and available for public inspection, and supplied with the application.

(11) "Trust Fund" means the Emergency Management, Preparedness, and Assistance Trust Fund established pursuant to section 1 of Chapter 93-128, Laws of Florida.

(12) "Population" means that number identified in the Florida Estimates of Population published annually by the Popula-

tion Division, Bureau of Economic and Business Research, University of Florida.

(13) "Recipient" means an Applicant that is offered and accepts an award from the Department.

(14) "Project" means a specifically defined and described activity undertaken to further state or local comprehensive emergency management plans including, but not limited to, preparedness, response, recovery and hazard mitigation activities, and priorities identified in the Notice of Fund Availability. Every project shall be defined and described as provided in the program application packet. "Project" does not include financial support for recurring staffing needs.

(15) "Administrative Expenses", for purposes of the competitive grant programs only, means the direct costs of staff managing the project and other direct costs for managing the project, as well as the applicant's indirect rate, if any, applied to those direct costs of management. The sum total of direct and indirect costs identified herein shall not exceed 5% of total project costs.

(16) "Applicant" means, for purposes of the competitive grant programs only, the State of Florida, any Florida state or regional planning agency, Florida local government, or any

private non-profit organization providing emergency management services in the State of Florida, proposing, pursuant to this rule chapter, a project that will further state and local emergency management objectives pursuant to the provisions of the Program.

(17) "Application cycle" means, for purposes of the competitive grant programs only, the period beginning with the publication of the Notice of Fund Availability of competitive grants pursuant to this rule chapter in the Florida Administrative Weekly and ending with the allocation of awards, including resolution of any administrative proceedings. There can be more than one application cycle during a single fiscal year.

(18) "Local government" means any county, municipality, or other political subdivision of the State of Florida.

(19) "Private nonprofit organization" means a nongovernmental entity that is formally constituted, authorized to do business in the State of Florida, that has a history of providing emergency management services in the State of Florida, and that currently has an effective ruling letter from the U.S. Internal Revenue Service, granting a tax exemption under sections 501(c), (d), or (e) of the Internal Revenue Service Code. Evidence demonstrating that an Applicant meets this definition

shall be supplied with the application.

(20) "Regional planning agency" means the regional planning council created pursuant to ss. 186.501-186.515, Florida Statutes to exercise responsibilities under ss. 186.001-186.031 and 186.801-186.911, Florida Statutes in a particular region of the state.

(21) "State agency" means each separate agency or unit of Florida state government, as opposed to local government, created or established by law, and includes the Game and Fresh Water Fish Commission, Water Management Districts and the Department of Military Affairs.

(22) "Program", for purposes of the competitive grant programs only, means the Emergency Management, Preparedness, and Assistance Trust Fund Competitive Grant Program.

Specific Authority 252.373, 252.35, FS.

Law Implemented 252.373, 252.35, 252.38, FS.

History--New 1-12-94, Amended 6-21-95, \_\_\_\_\_.

9G-19.003 Limitations.

(1) The amount and availability of funds in the Trust Fund for allocation each year is subject to an annual appropriation by the Legislature.

(2) 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. In the event the need arises to proportionally adjust the funds available pursuant to this rule chapter, the Department shall provide notice, as soon as practicable, to all affected entities, of the need to implement the proportional adjustment. Thereafter, each affected entity shall cease expenditures of funds as necessary to meet the proportional adjustment. If authorized by the Legislature, and in the event that funds are available from receipts to the Trust Fund, the Department shall provide funds, up to the amount reduced by the previous proportional adjustment, to those entities whose funding was decreased by a previous proportional adjustment.

(3) Funds received from the Emergency Management, Preparedness, and Assistance Trust Fund may not be used to supplant existing funding, nor shall funds from one program under the Trust Fund be used to match funds received from another program under the Trust Fund.

(4) All percentages used in this rule are to be applied to the amount appropriated after the deletion of any service charges applied to the Trust Fund.

(5) As relates to the competitive grant programs only, no more than 5 percent of any award made pursuant to this rule may be used for administrative expenses.

(6) An applicant that is not in compliance with the terms of a prior award shall not be eligible for additional awards until the issue or issues that are not in compliance are brought into compliance with the terms of the prior award.

Specific Authority Section 3, Chapter 93-128, Laws of Florida.

Law Implemented Section 3, Chapter 93-128, Laws of Florida.

History--New 1-12-94, Amended \_\_\_\_\_.

9G-19.004 Base Grant Eligibility.

(1) To be eligible to receive the Base Grant, each County Emergency Management Agency shall annually certify their commitment to employ and maintain either a Full-time Director or Part-time Coordinator consistent with Sections 9G-19.005(4) and (5).

(2) Counties with population in excess of 50,000 shall have a Full-time Director in order to qualify for an allocation.

(3) Counties with a population less than 50,000, or which are parties to an inter-jurisdictional emergency management agreement entered into pursuant to Section 252.38(3)(b), Florida Statutes, shall have an emergency management coordinator or a full-time director in order to qualify for an allocation.

(4) County Emergency Management Agencies not in compliance with the terms of a prior award shall not be eligible for additional awards.

Specific Authority 252.373, 252.35, FS.

Law Implemented 252.373, 252.35, 252.38, FS.

History--New 1-12-94, Amended 6-21-95, \_\_\_\_\_.

9G-19.005 Base Grant Distribution Formula.

(1) Base Grants shall be awarded to a county for the use and benefit of the County Emergency Management Agency.

(2) 40.8 percent of the Trust Fund, or that amount designated pursuant to Section 3(1)(a), Chapter 93-128, Laws of Florida or by other Legislative appropriation, as available for distribution, shall be initially allocated for base grants to County Emergency Management Agencies. All allocations shall be subject to any pertinent Legislative appropriation.

(3) Base grant monies may be designated and retained by the Division in order to cover the operational costs associated with each of the county connections for the statewide communications system as administered and coordinated by the Division. For each county, this amount shall not exceed the individual cost of the county's communication link. These funds will be identified and withheld following the base grant allocations. The amount of

funds so retained by the Division shall be identified to each County Emergency Management Agency.

(4) Each County Emergency Management Agency with a full-time director shall receive a base grant allocation based on the amount available in 9G-19.005(2), divided by 67, minus the amount determined for each county in 9G-19.005(3).

(5) Each County Emergency Management Agency with a Part-time Coordinator shall receive a base grant allocation based on the amount available in 9G-19.005(2) divided by 67, multiplied by 65 percent, and minus the amount determined for each county in 9G-19.005(3).

(6) All base grant allocations shall be made contingent upon the County's commitment to, and accomplishment of, a scope of work identified by the Division each year. Said commitment shall be embodied in a written grant agreement executed between the County and the Division. The agreement shall provide for reimbursement of costs up to the fixed amount of the award. Failure to agree to, execute or comply with the terms of the grant agreement shall constitute noncompliance.

Specific Authority 252.373, 252.35, FS.

Law Implemented 252.373, 252.35, 252.38, FS.

History--New 1-12-94, Amended \_\_\_\_\_.

9G-19.006 Reallocation of Base Grant Funds.

(1) Those funds available in 9G-19.005(2) not allocated under Sections 9G-19.005(4) and (5) shall be identified by the Division prior to January 1 of each year for reallocation to County Emergency Management Agencies.

(2) 25 percent of those funds identified in Section 9G-19.006 (1) shall be divided equally among counties participating in the Statewide Mutual Aid Agreement as of January 1 of each year. Such Mutual Aid Agreements shall be submitted to and approved by the Division.

(3) 75 percent of those funds identified in Rule 9G-19.006-(1) shall be divided proportionally among participating County Emergency Management Agencies based upon county population. Specific Authority Section 3, Chapter 93-128, Laws of Florida. Law Implemented Section 3, Chapter 93-128, Laws of Florida. History--New 1-12-94, Amended \_\_\_\_\_.

9G-19.007 Competitive Awards Eligibility.

(1) Non-recurring Competitive Awards may be made to state, regional and local governments and nonprofit organizations under the Emergency Management Competitive Grant Program and to Municipal Emergency Management Programs under the Municipal

Competitive Grant Program. "Municipal Emergency Management Program" means an emergency management program authorized, established and maintained by a legally constituted municipality in Florida, which has signed the Statewide Mutual Aid Agreement and supplied all required information and documentation such that it is ready to be signed by the Division as of the date of the application deadline.

(2) Awards shall be disbursed pursuant to the procedures set forth in 9G-19.008.

(3) 7.2 percent of the amount designated as available for distribution in the Trust Fund, as designated in Section 3(1)(a), Chapter 93-128, Laws of Florida or by other Legislative appropriation, shall be identified for awards to Municipal Emergency Management Programs under the Municipal Competitive Grant Program. 20 percent of the amount designated as available for distribution in the Trust Fund, as designated in Section 3(1)(a), Chapter 93-128, Laws of Florida or by other Legislative appropriation, shall be identified for awards to state, regional and local governments and nonprofit organizations under the Emergency Management Competitive Grant Program. All allocations shall be subject to Legislative appropriations.

(4) Under the Municipal Competitive Grant Program, each

Municipal Emergency Management Program may apply for one competitive grant not to exceed \$50,000. Joint applications by two or more municipalities shall be permitted, however the total award for any municipality application shall be limited to \$50,000.00.

(5) The Division shall administer the competitive grants once awarded. All awards shall be embodied in a written grant agreement. All awards shall be contingent upon commitment to and performance of a scope of work identified by the Division. The scope of work shall be based upon the project(s) identified in the grant application. The agreement shall provide for reimbursement of costs up to the fixed amount of the award. Failure to agree to, execute or comply with the terms of the grant agreement shall constitute noncompliance.

(6) Those municipal grant funds available in 9G-19.007(3) not allocated under Sections 9G-19.007(4) will be reallocated by the Division in accordance with the provisions of 9G-19.006.

(7) Those funds not allocated under the rules pertaining to the Emergency Management Competitive Grant Program shall be noticed in the same manner as detailed in 9G-19.008(1). If funds insufficient to fund any project for which funding was requested remain after completion of the first grant cycle of each year,

such funds shall be retained in the Trust Fund.

Specific Authority 252.373, 252.35, FS.

Law Implemented 252.373, 252.35, 252.38, FS.

History--New 1-12-94, Amended 6-21-95,\_\_\_\_\_.

9G-19.008 Procedures for Awarding Competitive Grants.

(1) Eligible applicants desiring to apply for a competitive grant shall submit their application to the Division by the deadline established annually by the Division in a Notice of Fund Availability in the Florida Administrative Weekly. Such notice shall be published at least 60 days prior to the application deadline date, shall also designate any priority projects and shall designate the location for submission of the applications. Municipalities desiring to apply for a competitive grant under the Municipal Competitive Grant Program must meet the applicable eligibility criteria in 9G-19.007.

(2) Applications for a competitive award may include a statement from the County Emergency Management Agency describing the extent to which the project is consistent with the county's Comprehensive Emergency Management Plan. If such a consistency statement is desired, the applicant shall supply a description of the project to the applicable County Emergency Management

Agency(ies) at the time of the request for a consistency statement, at least thirty (30) days prior to the deadline for submitting the application. If the applicable Emergency Management Agency(ies) determines that the project is consistent, no further explanation is required. If the applicable Emergency Management Agency(ies) determines that the project is inconsistent, or is unable to make a consistency determination for any reason, it (they) shall provide a written explanation of the inconsistency or its inability to respond to the Department. If a county fails to respond to an applicant's timely submitted request for such a statement, the application shall be considered consistent with the applicable Comprehensive Emergency Management Plan. In the event that the county fails to respond, the application shall describe the steps, including pertinent dates, by which the county consistency review was requested. The county's consistency determination shall be considered by the review committee, provided it is received at least thirty (30) days before the deadline for transmitting preliminary scores and rankings. Failure to supply the project description to the County Emergency Management Agency at least thirty (30) days prior to the deadline for submitting application shall result in no award of points for consistency with local government plans and objec-

tives.

(3) The Department hereby adopts by reference the Emergency Management, Preparedness, and Assistance Trust Fund Competitive Grant Program Application Packet, July 1996 version, Form #003, which provides forms, instructions, and other information necessary for submission of an application for Competitive Grant funds submitted pursuant to Rule 9G-19.008.

(4) Application packets may be obtained from the Division of Emergency Management, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100, Attention: EMPATF Program. Requests should specify the Competitive Grant Program Application Packet.

(5) All applications shall be complete, accurate, and legible when submitted or they shall be rejected and shall not be scored. No application may be revised, supplemented, or otherwise modified after 4:00 p.m., Local Time, on the noticed application deadline date, except upon the request of the Division, when necessary to clarify or explain information submitted prior to the deadline, or when necessary to meet the effects of the Department's offer to provide less than the requested amount of funding.

(6) An original and five (5) copies of the application shall be submitted.

(7) Applications submitted shall be executed by the chief elected official or the chairman of the governing board unless this authority has been delegated to the chief executive officer or other government official, who shall then endorse the application. Evidence of the delegation of authority shall be supplied with the application. If the governmental entity does not have a governing board or chief elected official, then the application shall be executed by the chief administrative officer and evidence of his or her authority to bind the governmental entity shall be supplied with the application. If the Applicant is not a governmental entity, then the application shall be executed by the governing board, or, if there is no governing board, then the application shall be executed by the chief executive officer.

(8) Applications shall be rejected if:

(a) The Applicant has been found to have engaged in fraudulent actions or misrepresented facts in connection with the application;

(b) The Applicant had previously been found to have engaged in fraudulent actions or misrepresentations within three years of the Notice of Fund Availability;

(c) The application has not been submitted in accordance with the Application Packet and accompanying instructions provid-

ed by the Division, or does not otherwise comply with this rule chapter;

(d) The project is inconsistent with the purposes of the Program or does not conform to the application requirements specified in this rule chapter;

(e) The Applicant fails to achieve the threshold requirements as detailed in the Application Packet and this rule chapter;

(f) The application is not received before 4:00 p.m., Local Time, on the noticed application deadline date; or

(g) The Applicant has been notified that it is not in compliance with the terms and conditions of a prior award of any funding administered by the Division.

(h) The applicant is ineligible.

Specific Authority 252.373, 252.35, FS

Law Implemented 252.373, 252.35, 252.38, FS.

History--New 1-12-94, Amended 6-21-95, \_\_\_\_\_.

9G-19.009 Selection Criteria for Competitive Grants.

(1) The review committee shall review all applications that are received by the noticed application deadline and that comply with the application procedures and requirements set forth in this rule. Applications that are either not received by the

noticed application deadline or that do not comply with the application procedures and requirements set forth in this rule shall be rejected. Received means delivery by hand, certified mail, or courier to the location designated in the Notice of Fund Availability no later than 4:00 p.m., Local Time, on the final day of the application period. Facsimile transmissions and electronic transmissions shall not be accepted.

(2) Applications shall be scored by the review committee independently and the scores shall be totaled and averaged. Thereafter, the committee shall evaluate the scores, adjusting them to arrive at preliminary scores and rankings. Preliminary scores and rankings shall be prepared within each category based upon the total number of points earned with the overall highest number of points determining priority for funding. The review committee shall, within 60 days of the application deadline date, transmit preliminary scores and rankings to all Applicants, along with any administrative proceeding rights. Final scores and rankings shall be transmitted to all Applicants in writing. Funds shall be offered to the Applicant with the overall highest score, then to the Applicant with the next overall highest score, and so on, until all funds have been offered and accepted, or all eligible applications have been funded, or insufficient funds

remain to fund an eligible project. The Department may offer to fund all or part of the project or all or part of the amount requested in an application. Applicants shall be given 21 days to accept or reject a proposed award. Written notice of acceptance shall be delivered to the Division offices designated in the notice of award. In the event that an Applicant fails to accept or reject a proposed award within the specified time, then the funds offered shall revert to the Trust Fund.

(3) The review committee may use other Department staff, staff from other state and regional agencies and local governments that have not applied for funds, or professional consultants, to assist in reviewing an application.

(4) In the event of a tie, the review committee shall give first priority to the application which provides the largest amount of cash match of other funds for the project, and, if a tie still results, then preference shall be given in accordance with Section 18, Chapter 92-132, Laws of Florida, to the project located or to be performed in a county or municipality which has been adversely affected by an environmental cleanup initiative conducted by the state.

(5) Applications will be accepted for awards in four separate categories. A municipality shall not apply for funding

for the same project from both the funding available under the Emergency Management Competitive Grant Program and the funding available under the Municipal Competitive Grant Program. Each application must designate one, and only one, of the categories noted in this rule. Failure to designate a category, or designating a category that is unrelated to the proposed project, shall result in rejection of the application. If sufficient numbers of applications that achieve the minimum score are received, at least one application will be funded from each category. The categories are:

(a) Projects that will promote public education on disaster preparedness and recovery issues.

(b) Projects that will enhance coordination of relief efforts of statewide private sector organizations, including public-private business partnership efforts.

(c) Projects that will improve the training and operations capabilities of agencies assigned lead or support responsibilities in the State Comprehensive Emergency Management Plan.

(d) Other projects that will further state and local emergency management objectives designated as priorities in the applicable Notice of Fund Availability.

(6) Applications shall be awarded points and ranked using the following criteria:

(a) Extent to which the proposed project is consistent with and furthers the State Comprehensive Emergency Management Plan and the applicable local comprehensive emergency management plan or plans. [Maximum score 100 points]

(b) For projects enhancing emergency management capabilities of state, local or private non-profit organizations in Florida, the number of emergency management personnel whose emergency management needs will be directly benefited by the project; for all others, the number of persons in the target population in Florida directly benefiting from the project. [Maximum score 50 points]

(c) Proposed project method and approach. [Maximum score 50 points]

(d) Amount of match supplied by the applicant for the proposed project. [Maximum score 50 points]

(e) Experience and ability applied to the project. [Maximum score 25 points]

(f) Immediacy of tangible emergency management benefits (short term projects, i.e.- less than 12 months in duration), or, long term emergency management benefits coupled with the

availability of resources to continue implementation of the project past the term of the award (long term projects, i.e.- duration of 12 months or longer). [Maximum score 50 points]

(g) Extent to which the proposed project addresses a demonstrated emergency management need. [Maximum score 50 points]

(h) Extent to which the proposed project addresses an emergency management priority, as identified in the Notice of Fund Availability. [Maximum score 100 points]

(i) Extent to which the proposed project meets a demonstrated emergency management need/or priority within a jurisdiction included within a presidential disaster/emergency declaration within the 24 months prior to the date of the Notice of Fund Availability. [Maximum score 25 points]

(7) Points shall be awarded based upon the evidence contained in the application. No points shall be awarded based upon information not contained in the application. Applicants shall supply in their project application all information which they desire to be evaluated for an award of points.

(8) Regardless of their competitive ranking, applications that do not score at least 300 points shall be ineligible for funding.

Specific Authority 252.373, 252.35, FS.

Law Implemented 252.373, 252.35, 252.38, FS.

History--New 1-12-94, Amended 6-21-95, \_\_\_\_\_.

9G-19.010 Disbursement.

(1) The amount of funds estimated as available for Base Grant and Competitive Award allocations shall be noticed prior to each grant cycle.

(2) Base Grant Awards provided under this Rule shall be offered to the Board of County Commissioners. Competitive Awards shall be offered to and accepted by the chief executive officer, or by the appropriate governing body, if a local government.

(3) Funds disbursed to the Recipient for a competitive award 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. If the Competitive Grant Recipient succeeds in acquiring products or services for less than the budgeted amount, then it shall notify the Division and request authorization to apply the unexpended funds to the project, identifying the proposed use for the unexpended funds. If the unexpended funds can be applied to enhance the project through

acquisition of additional equipment or services which will provide the same benefit as the approved project, then the Division may approve the use of the unexpended funds. Overbudgeting projects will result in a diminished score of the project.

(4) Each Recipient may receive trust funds from the Division on a quarterly basis, based on the submittal of reports. Said reports shall be provided using the forms included in the grant agreement, as supplemented by any particular information requested in writing by the Division prior to the due date of the report. The term of a competitive grant shall be as set forth in the grant agreement, subject to any limitations imposed by the applicable legislative appropriation. Any extensions shall be governed by Section 287.057(11), Florida Statutes.

(5) All Recipients of trust funds shall cause a financial audit to be performed in accordance with 216.349, Florida Statutes. A report of the audit will be forwarded to the Division within 60 days of its completion.

(6) Upon written notification to the Division not later than July 31 of each year, Base Grant Recipients receiving trust funds may carry forward up to twenty-five (25) percent of a single year grant award to the next fiscal year.

(7) Recipients shall comply with all applicable

procurement rules and regulations in securing goods and services to implement a proposed project. For purposes of the competitive grant programs only, the Recipient shall identify the applicable procurement rules, regulations and standards to be used in the first progress report to the Division following the notice of award.

(8) The Recipient shall establish a separate account code in an interest bearing account for tracking all deposits, expenditures and interest pertaining to an award. A separate account code shall be established for each award received.

(9) The Division shall be permitted to inspect and monitor the records and facilities of funded projects and award recipients. Such inspections may occur without notice at any reasonable time, which shall be presumed to be normal business hours on Monday through Friday.

(10) The Division shall prescribe the type of information, timing and format in which project information shall be reported in the grant agreement. In the event that the Department determines that additional reports are necessary in order to demonstrate compliance with this rule chapter or the terms of the grant agreement, then the grant recipient shall supply said reports. Failure to meet the requirements related to reporting

shall constitute noncompliance.

(11) Allowable costs shall be determined in accordance with applicable Federal Office of Management and Budget Circulars, or, in the event no circular applies, by 48 CFR part 31 CONTRACT COST PRINCIPLES AND PROCEDURES.

Specific Authority 252.373, 252.35, FS.

Law Implemented 252.373, 252.35, 252.38, 216.052, FS.

History--New 1-12-94, Amended 6-21-95, \_\_\_\_\_.

#### 9G-19.011 Match Requirements.

(1) Base Grants shall be matched at an amount either equal to the average of the previous three years' level of county general revenue funding of the County Emergency Management Agency or 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 responsibilities assigned to the County 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, as a condition precedent to receipt of funding.

(2) If the Base Grant Recipient demonstrates that exceptional financial circumstances prevent the Base Grant Recipient from complying with the match requirements in 9G-19.011(1), then the Base Grant Recipient may request that the Division authorize a reduction in the amount of match required. The match required shall not be reduced by a percentage amount in excess of reductions in funding for county 911 services, emergency medical services, law enforcement, criminal justice, public works or other emergency management related services, and shall not be reduced below twenty-five (25) percent of the Base Grant award. To be eligible for any reduction, the Base Grant Recipient shall demonstrate and certify that the reduction is due to reductions in county general revenue funding and that the amount of the requested reduction is equivalent to across the board reductions in all county budgets. County requests for reduction shall be signed by the county's chief elected officer and the certification of reduction in county budget funding shall be signed by the county's chief financial officer. Requests shall certify the intent to return to pre-reduced funding as soon as practicable, and shall provide an estimate of the date at which

the county will return to the current level of funding. Requests for reduction shall also be accompanied by financial data for the previous three years indicating: the level of county funding for the County Emergency Management Agency budget; budget detail regarding all individual items of the County Emergency Management Agency budget; and the proposed level of funding, for all budget items, if the reduction is authorized by the Division. All requests for match reduction shall be submitted no later than forty-five (45) days prior to the beginning of the county fiscal year, or the opportunity to request shall be waived.

(3) Competitive Awards shall not have a minimum match requirement.

Specific Authority Section 3, Chapter 93-128, Laws of Florida.

Law Implemented Section 3, Chapter 93-128, Laws of Florida.

History--New 1-12-94, Amended \_\_\_\_\_.

9G-19.014 Noncompliance.

(1) If a Recipient fails to comply with any term or condition applicable to an award under this rule chapter or any term or condition including, but not limited to, federal and state laws, rules and regulations, applicable to any other funding administered by the Division, then the Division shall take one or more of the following actions, as indicated by the

attendant circumstances:

(a) temporarily withhold cash payments, pending correction of the deficiency;

(b) disallow all or part of the cost of the activity or action not in compliance;

(c) suspend or terminate the award;

(d) disallow future participation in the program or funding provided under this rule chapter;

(e) recover all funds provided under the current award.

(2) Costs of the Recipient resulting from obligations incurred by the Recipient during suspension or after termination of an award are not allowable, unless the Division determines that the Recipient has substantially complied with, and has not knowingly violated, all applicable requirements, and thereafter expressly authorizes costs in writing. Other Recipient costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:

(a) 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

(b) 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.

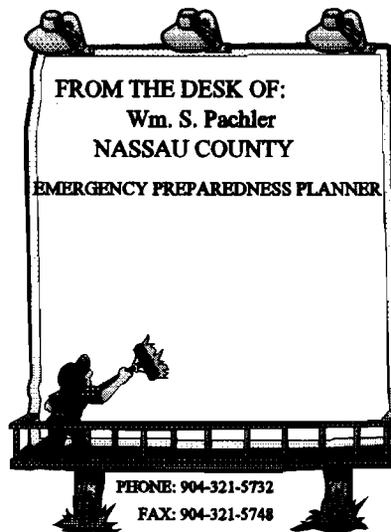
(3) Recipients of terminated grants shall remain obligated to provide all required closeout information.

(4) 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 Division. In the alternative, the Division may offset the disallowed amount against any current or future awards to the Recipient.

Specific Authority Section 3, Chapter 93-128, Laws of Florida.

Law Implemented Section 3, Chapter 93-128, Laws of Florida.

History--New 1-12-94, Amended \_\_\_\_\_.



September 16, 1996

TO: Walt Gossett, Coordinator  
Nassau County

RE: FY 96-97 Emergency Preparedness and Assistance Trust Fund Base Grant Contract

Enclosed is the original and three copies that need to be signed by the Chairman.

The term "Emergency Management Director" as being full time is still being questioned by myself and the Florida Emergency Preparedness Association, Inc. Since Ch. 93-128 Sec 3(4) "...full time emergency preparedness officer position." To date, no clarification of this has been formally rendered. I have attached my letter of inquiry to the rule changes to Rule Chapter 9G-19, Florida Administrative Code. In informal discussions my job description satisfies this requirement and at this point is probably a case of semantics. While Mr. Kotsis carries this title, I am the person fulfilling the position. I do not advocate changing my title, however; in keeping with the spirit of the contract I do feel that I should be listed as the County's Contract Manager.

What will have to be addressed is the funding received under the old EMA grant now known as the SLA grant, which is in fact a pass through grant from FEMA left over from the old Civil Defense funding.

Where in lies my difficulty with this contract is the changes in 9G-19 FAC. Ch. 93-128 enacted the funding source for the Grant and has left the complete administration of the funding to DEM in such a manner that allows them to dictate to the counties what they can and can not do with out regards to other legislation. I am prohibited from individually lobbying with regards to these laws and rules, however; I do feel that the various county coalitions should take a hard look at what is transpiring.

- A. The prohibition of the county's utilizing the EMPA base grant and competitive grant funding to the individual county best interest. This is a clear case of a State agency trying to force a unfunded mandate on the county if they attempt to enter the competitive grant process. This in reality allows non county agencies a larger slice since they can use of state and federal monies as their match.

- B. By not allowing a building of funds for specific long range (5-7 years) capital improvement projects in conjunction with county matching funds. IE; Creating a funding for the Special Needs sheltering which has not been addressed by the legislators. While in Ch 252 there is the mandate for the overall shelter deficit to be eradicated by 1998, there has been no funding source identified. The exception to this is the compromise between the DEM and Education Commissioner with regards to any new facility construction, which must incorporate a core shelter facility, again with no funding source identified except for the increase of the local millage.
- C. The warning I am giving is the forth coming Pre-Mitigation funding that is supposed to happening soon. The status of this funding is closely guarded and I feel that if a county is going to be able to participate there will be even a greater matching requirement. Given the stance with the EMPA funding I can foresee a matching requirement of 70 to 80 percent and the projects will be large. Again, setting the counties up for projects. The employment of the Department of Community Affairs Comprehensive Land Use Plan will also be the other force brought to bear on the counties.

In preparing my end of year report, I must submit a revised 5 Year Strategic Plan adjustment based on this past years performance. In view of the last months Hurricane activity I am behind on that project. I will get it to your office before the Board meeting but not in time for inclusion into the packet.

I have made adjustment to the proposed budget submitted since the actual amount of the grant funding is contained in the contract. I realize it is too late to change the budget, however; upon acceptance I will prepare the necessary line item transfers to reflect the corrected amount of funding authorized.

cc: Mr. Michael Mullin, County Attorney

Sir,

Mr. Gasset requested you review the enclosed contract. Sorry for the lateness, however, the recent weather activity had me diverted.

Thank you  
Ed Bell

## EMERGENCY PREPAREDNESS PLANNER

Nassau County

### GENERAL STATEMENT OF DUTIES

Performs responsible administrative and professional work in Emergency Preparedness Planning and coordinates the County Emergency Preparedness.

### DISTINGUISHING FEATURES OF THE CLASS

Under general direction, performs highly responsible professional work in the field of Emergency Preparedness planning and coordinating. Responsible for developing and coordinating natural and man-made disaster response and recovery plans for short and long range applications, disaster exercises, public information programs and hazard mitigation activities. Duties are formed with considerable independence requiring the exercise of independent judgment and initiative within the framework of local policies and state and national directives. Makes presentations before interested groups, public agencies and the general public. Work is reviewed by Director of Emergency Services for compliance with prescribed policies, procedures and effectiveness of results.

### ILLUSTRATIVE EXAMPLES OF WORK

Plans develops and coordinates natural and man-made disaster response and recovery plans and other emergency plans for local government which include conducting research, scheduling meetings, coordinating input from various sources, and assembling the necessary documents into final form. Responds to the Emergency Operations Center and assists coordinating activities during and emergency. Makes on-site visitations to emergency areas. Assists in design, coordination, presentation and evaluation of disaster exercises that involve multi-county response. Coordinates with and maintains effective working relationships with the private sector to develop emergency plans and capabilities in support of local government and other emergency plans. Performs and/or coordinates disaster damage assessments and other post disaster functions. Prepares and administers grant applications. Develops and presents public information programs before civic groups, clubs, and public schools regarding disaster preparedness and related subjects. Prepares responses to inquiries, reports and related correspondence. Plans, schedules and coordinates studies of functional Emergency Preparedness and other departmental areas, including statistical research and analysis, capital improvement program preparation and analysis, long range plans and timetables for the establishing of goals and objectives. Reviews development of regional impact applications for project impacts on emergency evacuation/sheltering resources and other

departmental services, and negotiates with developers on mitigation of such impacts. May supervisor and/or provide technical guidance to subordinate personnel. Performs related duties as required.

#### KNOWLEDGE, SKILLS AND ABILITIES

Considerable knowledge of principles and techniques of Emergency Preparedness Planning. Skilled in statistical planning, forecasting, financial applications and operations, research, and systems analysis. Ability to organize, schedule and direct planning activities establishing strategies and objectives. Ability to prepare and present technical reports. Ability to communicate effectively, orally and in writing. Knowledge of word processing, database and spreadsheets. Ability to supervise lower level employees.

#### DESIRABLE EXPERIENCE AND TRAINING

Must have Bachelor's Degree with a major in Business or Public Administration, Management Science, Statistics, Accounting, Urban/Regional/Community Planning, or a related field and have had two (2) years professional experience in Emergency Preparedness planning or coordinating. A Master's Degree in one of above named disciplines may be substituted for one (1) year; or an equivalent combination of experience and training.

#### SPECIAL NOTIFICATION

This position is contingent on State of Florida Funding. In the event funding is discontinued, the position will be nullified and discontinued.

I am submitting the following inquiries to the proposed changes to Florida Administrative Code 9G-19 Base Funding for County Emergency Management Agencies, Emergency Management Competitive Grant Program and Municipal Competitive Grant.

Under 9G-19.002 Definitions:

(6) "Full Time Director" means a single professional emergency management program Administrator working full-time as identified in the position description established by the Board of County Commissioners.

I feel that the definition should also indicate that the titles of Emergency Preparedness Coordinator or Emergency Preparedness Planner be recognized. Under the present legislation a county of less than 50,000 population is not required to have a full-time Director. Additionally, the position title of Director is misleading when in fact that position is filled by the Emergency Management Director which is an additional title given to the County Director of Public Safety under the old Emergency Management Assistance (EMA) and now the new State and Local Assistance (SLA) funding program.

(10) (b) are not included as contributions for any other state or federally assisted programs;

F.S. Chapter 252.385 addresses the utilization of Public School Facilities as shelters with no funding source identified.

F. S. Chapter 235.26 addresses the construction of core shelter facilities within the Public School Facilities, with the notation that the Department of Community Affairs, Division of Emergency Management identifying the funding source.

The School Board is preparing a budget proposal for both existing facility reconstruction and new facility construction. In both cases they will be receiving state assisted funding and at the same time levying a millage increase in the school board district taxing authority.

This section will negate the use of the millage funds as a matching fund to the grant application in terms of shelter retro-fit or new shelter construction.

Furthermore, the shelter funding source for Persons With Special Needs (PSN) shelter has also not been identified and the utilization of the grant funding would also aid in this area of shelter deficit. Given the recent exposure of Hurricane Bertha, I can say that Nassau County has a requirement for at least 150 adult PSN and approximately 10-15 pediatric PSN and this would require a facility of approximately 7,500 SQ FT which brings a cost of \$975,000.00. I realize that the grant funding cannot absorb this cost, yet with the restriction of the proposed change, the millage assessment also cannot be used to address these needs.

What is the impact on other governmental agencies which do not have local taxing authority and their ability to use their legislative appropriated funds as matching funds ie: Florida National Guard, Regional Planning Councils?

#### 9G-19.003 Limitations

(3) ...nor shall funds from one program under the Trust Fund be used to match funds received from another program under the Trust Fund.

The Emergency Preparedness and Assistance Trust Fund is funded through a surcharge on insurance policies written within Florida. These funds are to enhance programs or projects and therefore the potential to utilize all funding should be made when it is in the best interest of the party requesting the grant. To deny this ability is in fact a statement that the local taxing authority should increase the tax burden and negate the effective leverage of existing taxing funds which is a surcharge.

The EMPA funding was presented as a means to give all counties the ability to have a full time person dealing strictly with issues of emergency preparedness. What is not discussed

is that this funding is subject to be repealed thereby ending some counties programs and we are being told if we don't spend all of the funds, the legislation may rewrite the funding allocation. Again, I submit the argument that we should be allowed to co-mingle the fund in the best interest of the county and demonstrate the complete utilization of all avenues of funding.

The environment for submitting additional budget items for emergency preparedness within Nassau County is very hostile and the request to increase the normal emergency response capabilities is meeting stiff opposition from a budgetary standpoint.

#### 9G-19.004 Base Grant Eligibility.

(2) Counties with population in excess of 50,000 shall have a Full-time Program Director in order to qualify for an allocation.

Nassau County's Coordinator and the Board of County Commissioners have been notified that pursuant to the passage of the following legislation in the 1996, session House Bill 751 and CS/SB 2290 that the effect of the changes allows the following: "The bill also provides that once a county qualifies under the following statutes, (with a population of 50,000 or less) the county retains that qualification until its population exceeds 75,000. Section 252.373(3)(a), Florida Statutes, relating to funds distributed from the Emergency Management Preparedness and Assistance Trust Fund;" Does this requirement necessitate the position of Emergency Management Director to be a full-time and distinct position devoid of any other functions within the County?

Under the section entitled Definitions of CS/SB 2290, the definition of a small county is as "6. Small County means any county that has an non-incarcerated population of 75,000 or less according to the most recent decennial census." I realize that the term "small county" is not used in this F.A.C. and in F.A.C. 9G-11, however; the population mark of 50,000 is tied to the old definition of a small county.

9G-19.009

9G-19009 (6)(d) is in conflict with 9G-19011(3)

Which states that Competitive Awards shall not have a minimum match requirement yet the awarding of points based on the amount of match is in reality another obstacle placed in the path of requesting funding assistance and contradictory in nature.

9G-19010 Disbursement.

(6) Upon written notification to the Division not later than July 31 of each year, ...

The cut off date is just prior to the height of the Tropical Storm and Hurricane season which does not allow for the contingency funding. While items are budgeted and are made with specific amounts allocated for their acquisition, the availability of the later period to expend these monies is needed. Case in point is the unanticipated budgeting for communication in the event of a storm, ie: Blast Fax costs. This date should be changed to no later than September 15.

Furthermore, the amount of 25% should be broken into a 10% Contingency Fund for the maintenance and replacement of equipment and 15% a single year *BASE* grant award to the next... The 10% Contingency Funding should be allowed to be automatically carried forward with the interest drawn returned to the State on a quarterly basis. The 15% should be allowed to be designated for the county shelter program if the monies raised in the school board millage assessment are disallowed for matching funds with the interest being retained by the county in that specific account. This would facilitate the posting of monies which in turn could be utilized to raise bond capital for the shelter programs within the county.

## 9G-19.011 Match Requirements

9G-19.011(1) requires further clarification as to what is constituted general revenue funding and how that funding is to be utilized. I read this as the match could be construed as a match to the BASE GRANT and not the Emergency Management Assistance funding which is now the Federal Emergency Management Agency(FEMA State and Local Assistance (SLA) funding. As has been verbally explained to me.

9G-19.011(2) I feel that this should be stricken because it will open the gate to allow the county to hold other funding cuts due to the overhaul of the Welfare Reform Bill from the Federal government as a reason for reducing the Emergency Management funding. The economic funding allocation of "Butter vs Guns" battle is going to appear and once a program is cut there is no chance of revival.



**FLORIDA EMERGENCY PREPAREDNESS ASSOCIATION, INC**

August 16, 1996

Suzanne Adams, Planning Manager  
Emergency Management Preparedness and Assistance/  
State and Local Assistance Grants  
Bureau of Compliance Planning and Support  
Department of Community Affairs  
Division of Emergency Management  
2555 Shumard Oak Blvd.  
Tallahassee, FL 32399-2100

Dear Ms. Adams:

We appreciate the Division's attempts to simplify and combine the two Rule chapters into one, 9G-19. In accordance with F.S. 120.54(1)(d) we respectfully request DCA conduct a public workshop to allow an opportunity to comment on these proposed rule revisions. We have reviewed the revised Rule on behalf of Florida Emergency Preparedness Association members and have compiled the following comments.

1. Section 9G-19.002(6) Definitions, "Full-time Director" - The addition of the word single does not add clarity to the definition and gives the impression that there is a problem of some sort.
2. Section 9G-19.002(9) "Review Committee" - The requirement that no review committee member can come from an agency or organization submitting a competitive grant application makes it difficult to seat a FEPA representative and may make it difficult to seat a committee from the Department given the new "Applicant" definition (see Section 9G-19.002(16)). What is unacceptable or illegal about the affected committee member abstaining from evaluating a grant award submitted by a city or private non-profit agency from his/her county? What Statute or legal precedent makes it onerous to abstain from evaluating a project? The committee could rely upon the grades of the other members to score the worthiness of the competitive grant application.
3. Section 9G-19.002(15) "Administrative Expenses" - We recommend you change 5% to 7%, which is the administrative cost charged by the State to manage the Trust Fund, in order to be consistent.
4. Section 9G-19.002(16) "Applicant" - How will the "State of Florida" be defined as it relates to seating a review committee to evaluate competitive grant awards?
5. Section 9G-19.002(18) "Local Government" - There are at least two definitions of political subdivision in Florida Statute (see Chapter 252 and either Part 1 or 2). Which one applies as it relates to this definition?

6. 9G-19.003(3) Limitations - Is there a prohibition under Chapter 93-128 or other Florida law against using base grant funds as a match for competitive grants? Theoretically allowing a base grant match would enable counties to leverage the funding to greater benefit. This would be particularly helpful to smaller counties with limited general revenue funding and/or to counties hoping to improve or build EOCs. This addition limits the creative flexibility of using these funds to enhance/improve emergency management programs.
7. Section 9G-19.005 Base Grant Distribution Formula - This section is missing from the rule as published in Florida Administrative Weekly. If any changes are proposed to this section, you should republish the rule in its entirety and extend the deadline for comments.
8. Section 9G-19.006 Reallocation of Base Grant Funds - As we have discussed previously, we believe it was the intent of the legislature that the full 40.8 percent of the Trust Fund, or that amount designated pursuant to Section 3(1)(a), Chapter 93-128, Laws of Florida, be used for county emergency management programs. Therefore we request that any funds allocated under Section 9G-19.005(4) and (5) which are not expended by each county at the end of the fiscal year, be included in the amount identified by the Division prior to January 1 of each year for reallocation to county emergency management agencies. These returned and/or unexpended funds should be distributed under the same 25/75 formula described in Section 96-19.006(2) and (3). The redistribution of funds in this manner would be consistent with legislative intent regarding allocation of funds to local emergency management agencies and programs. Redistribution of funds allocated to counties, back to the counties, would also be consistent with proposed rule 9G-19.007(6), which provides that funds available for municipal grants and not allocated shall be reallocated to counties in accordance with 9G-19.006.
9. Section 9G-19.007(1) Competitive Awards Eligibility - It is not necessary to provide the definition of a Municipal Emergency Management Program (MEMP) again in this section, when it is already provided in 9G-19.002 Definitions. Regarding the definition of a MEMP, there is still some confusion about what that entails (full time staff, CEMP, etc.) and how it relates to Florida Statutes Section 252.38(2). To clarify this ambiguity we would propose using the following definition:

"Municipal Emergency Program means an emergency management program authorized, established and maintained by a legally constituted municipality in Florida in accordance with F.S. 252.38(2)."

The above definition would more closely track legislative intent in current statute.

10. Section 9G-19.007(4) - To ensure that municipal programs enter into the Statewide Mutual Aid Agreement (SMAA) to be eligible to receive Trust Fund monies, we would recommend revising this section as follows.

"To be eligible for funding under the Municipal Competitive Grant Program each Municipal Emergency Management Program, must have signed the Statewide Mutual Aid Agreement and supplied all required information and documentation such that it is ready to be signed by the Division as of the date of the application deadline. Should the Division not execute the Statewide Mutual Aid Agreement submitted by the municipality, the municipality will be ineligible to receive funding from the Trust Fund. Each Municipal Emergency Management Program may apply for one competitive grant not to exceed \$50,000. Joint applications by two or more municipalities shall be permitted, however the total award for any municipal application(s) shall be limited to \$50,000.00.

11. Section 9G-19.008(2) Procedures for Awarding Competitive Grants - We are curious as to the reason for changing the consistency statement from program to plan. Although a county CEMP has to meet certain compliance criteria and is an important tool, it is not the "program". There are many aspects of a county's program which are reflected in its 5-Year Strategic Plan, Scope of Work and other policies which are not reflected in the CEMP. This change unnecessarily lessens the potential for a consistency determination.

F.S. 252.38(2) requires that municipalities (whether or not they have created a municipal emergency management program) coordinate their activities with the county emergency management agency. Legislative intent is clear in requiring this coordination, in that the statute states: "(m)unicipal emergency management programs shall coordinate their activities with those of the county emergency agency" (emphasis supplied). Therefore, to ensure this coordination the administrative rule should require a county emergency management agency consistency statement as a prerequisite to any municipal emergency management grant award. Failure to receive a consistency statement from the county emergency management agency should automatically disqualify any applicant.

12. Section 9G-19.008(3) - We would like to review the July 1996 version, Form #003 Applicant Packet as part of the Rule review as it has been incorporated by reference.
13. Section 9G-19.008(8)(g) - Is this change intended to include all funding sources administered by the Division? If not, the wording should be changed to "a prior award of a competitive grant administered by the Division".

14. Section 9G-19.009(5) Selection Criteria for Competitive Grants - There is no language in this section to address what happens to funding earmarked for a category that does not receive any applications. Will the money be applied to one of the other categories? Does the State expect to keep it or will it be handled in some other manner?
15. Section 9G-19.010(3) Disbursement - Why should the interest on the competitive grant funds be returned to the Division? The cost (of managing these funds, tracking the interest and returning it to the Division) is greater than the interest. In the same section municipal grant recipients are authorized to apply any unexpended excess funds to the project with the Division's approval. As a minimum, this should be authorized for all base grant and competitive grant recipients and should include interest earned.

Allowing base and competitive grant recipients to report and retain the interest for use consistent with the award of these funds would be consistent with the HRS County EMS Grant program as well as County 9-1-1 Fee revenues authorized by F.S. 365.171(13)(a)3.

16. Section 9G-19.010(6) - Authorizes base grant recipients to carry forward up to 25% of a single grant award to the next fiscal year. The provision allowing the carry forward of up to 75% of funding under exceptional circumstances with approval of the State Comptroller should be left in the rule.

Federal, state and county emergency management agencies have embraced the concept of long term strategic planning. It makes sense to allow counties to set aside a portion of each year's base grant funding to accumulate over a period of up to five years to allow for capital improvements, EOC development or other long term capital projects. These projects and the projected set asides could be proposed and authorized in advance. In recognizing the need for long term capital improvement projects for 9-1-1 systems, the legislature authorized counties to provide for capital improvement programs. Specifically F.S. 365.171(13)(a)3 states in part:

"The amount of moneys carried forward each year may be accumulated in order to allow for capital improvements described in this subsection. The carryover shall be documented by resolution of the board of county commissioners expressing the purpose of the carryover or by an adopted capital improvement program identifying projected expansion or replacement expenditures for "911" equipment and service features or both."

We would recommend the Department consider language to this effect being incorporated into the rule.

Suzanne Adams  
8/16/96  
Page 5

Thank you for the opportunity to comment on this Rule revision. If we can assist you in developing Rule language, or if you require clarification on any of our comments, please do not hesitate to contact any of the FEPA Board Members listed below:

John King, President	407-567-2154
Michele Baker, Vice President	813-847-8137
Karen Windon, Secretary	941-749-3022
David Cash, Treasurer	941-534-0350

Sincerely,

  
John King, President

JK/MLB/jrm

cc: FEPA Board Members

CHAPTER 93-128

Committee Substitute for Committee Substitute for  
Committee Substitute for Senate Bill No. 1858

An act relating to disaster and emergency preparedness; creating the Emergency Management, Preparedness, and Assistance Trust Fund; providing for an annual surcharge on homeowner's and commercial insurance policies to fund emergency management, preparedness, and assistance; providing for distribution of moneys appropriated from the Emergency Management, Preparedness, and Assistance Trust Fund; amending s. 624.5092, F.S.; authorizing the Department of Insurance to share information with the Department of Revenue; amending s. 252.37, F.S.; revising legislative intent; providing an appropriation; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. There is created the Emergency Management, Preparedness, and Assistance Trust Fund to be administered by the Department of Community Affairs.

Section 2. In order to provide funds for emergency management, preparedness, and assistance, an annual surcharge of \$2 per policy shall be imposed on every homeowner's, mobile homeowner's, tenant homeowner's, and condominium unit owner's policy, and an annual \$4 surcharge shall be imposed on every commercial fire, commercial multiple peril, and business owner's property insurance policy, issued or renewed on or after May 1, 1993. The surcharge shall be paid by the policyholder to the insurer. The insurer shall collect the surcharge and remit it to the Department of Revenue, which shall collect, administer, audit, and enforce the surcharge pursuant to section 624.5092, Florida Statutes. The surcharge is not to be considered premiums of the insurer; however, nonpayment of the surcharge by the insured may be a valid reason for cancellation of the policy. All proceeds of the surcharge shall be deposited in the Emergency Management, Preparedness, and Assistance Trust Fund and may not be used to supplant existing funding.

Section 3. (1) Funds appropriated from the Emergency Management, Preparedness, and Assistance Trust Fund shall be allocated by the Department of Community Affairs as follows:

(a) Sixty percent to implement and administer state and local emergency management programs, including training, of which 20 percent shall be used by the division and 80 percent shall be allocated to local emergency management agencies and programs. Of this 80 percent, at least 80 percent shall be allocated to counties.

(b) Twenty percent to provide for state relief assistance for non-federally declared disasters, including but not limited to, grants and below-interest rate loans to businesses for uninsured losses resulting from a disaster.

(c) Twenty percent for grants and loans to state or regional agencies, local governments, and private organizations to implement projects that will further state and local emergency management objectives. These projects must include, but need not be limited to, projects that will promote public education on disaster pre-

paredness and recovery issues, enhance coordination of relief efforts of statewide private-sector organizations, and improve the training and operations capabilities of agencies assigned lead or support responsibilities in the state comprehensive emergency management plan, including the State Fire Marshal's Office for coordinating the Florida fire services. The division shall establish criteria and procedures for competitive allocation of these funds by rule. No more than 5 percent of any award made pursuant to this paragraph may be used for administrative expenses.

(2) The distribution formula provided in subsection (1) may be adjusted proportionally when necessary to meet any matching requirements imposed as a condition of receiving federal disaster relief assistance or planning funds.

(3) The department shall allocate funds from the Emergency Management, Preparedness, and Assistance Trust Fund to local emergency management agencies and programs pursuant to criteria specified in rule. Such rules shall include, but are not limited to:

(a) Requiring that, at a minimum, a local emergency management agency either:

1. Have a program director who works at least 40 hours a week in that capacity; or

2. If the county has fewer than 50,000 population or is party to an interjurisdictional emergency management agreement entered into pursuant to section 252.38(3)(b), Florida Statutes, that is recognized by the Governor by executive order or rule, have an emergency management coordinator who works at least 20 hours a week in that capacity.

(b) Specifying a formula that establishes a base grant allocation and weighted factors for funds to be allocated over the base grant amount.

(c) Specifying match requirements.

(d) Preferential funding to provide incentives to counties and municipalities to participate in mutual aid agreements.

(4) If adequate funds are available as determined by the division, every county shall receive funds at least sufficient to fund a dedicated, full-time emergency preparedness officer position.

Section 4. Subsection (1) of section 624.5092, Florida Statutes, 1992 Supplement, is amended to read:

624.5092 Administration of taxes; payments.—

(1) The Department of Revenue shall administer, audit, and enforce the assessment and collection of those taxes to which this section is applicable. The Department of Insurance is authorized to share information with the Department of Revenue as necessary to verify premium tax or other tax liability arising under such taxes and credits which may apply thereto.

Section 5. Section 252.37, Florida Statutes, is amended to read:  
252.37 Financing.—

(1) It is the intent of the Legislature and declared to be the policy of the state that funds to be prepared for and meet emergencies shall always be available.

(2) It is the legislative intent that the first recourse shall be to funds regularly appropriated to state and local agencies. If the Governor finds that the demands placed upon these funds in coping with a particular disaster are unreasonably great, he may make funds available by transferring and expending moneys appropriated for other purposes or out of any unappropriated surplus funds.

(3) Nothing contained in this section shall be construed to limit the authority of the Governor to apply for, administer, and expend any grants, gifts, or payments in aid of emergency prevention, mitigation, preparedness, response, or recovery.

(4)(a) Whenever the Federal Government or any agency or officer thereof offers to the state or, through the state, to any political subdivision thereof services, equipment, supplies, materials, or funds by way of gift, grant, or loan for the purposes of emergency management, the state, acting through the division, or such political subdivision, acting with the consent of the Governor or his authorized representative, may accept such offer. Upon such acceptance, the division or the presiding officer or governing body of such political subdivision may authorize receipt of the gift, grant, or loan on behalf of the state or such political subdivision, subject to the terms of the offer and the rules and regulations of the agency making the offer.

(b) Whenever any person, firm, or corporation offers to the state or to any political subdivision thereof services, equipment, supplies, materials, or funds by way of gift, grant, loan, or other agreement for the purpose of emergency management, the state, acting through the division, or such political subdivision, acting through its governing body or a local emergency management agency, may accept such offer. Upon such acceptance, the division or the presiding officer or governing body of the political subdivision may authorize receipt of the gift, grant, or loan on behalf of the state or such political subdivision, subject to the terms of the offer.

Section 6. Effective July 1, 1993, the sum of \$12.7 million is appropriated from the Emergency Management, Preparedness and Assistance Trust Fund to the Department of Community Affairs for the purposes of this act, and up to nine full-time equivalent positions are authorized.

Section 7. This act shall take effect upon becoming a law.

Approved by the Governor April 29, 1993.

Filed in Office Secretary of State April 29, 1993.

## CHAPTER 93-129

### Committee Substitute for Senate Bill Nos. 1914, 2006, 1784, and 406

An act relating to health care; creating the Health Care and Insurance Reform Act of 1993; modifying organization and responsibilities of the Agency for Health Care Administration; revising division responsibilities; repealing s. 32 of ch. 92-33, Laws of Florida, and s. 2 of ch. 92-292, Laws of Florida, and amending s. 20.30, F.S., and s. 33 of ch. 92-33, Laws of Florida; delaying transfer to the agency of certain responsibilities relating to



STATE OF FLORIDA  
DEPARTMENT OF COMMUNITY AFFAIRS

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

LAWTON CHILES  
Governor

JAMES F. MURLEY  
Secretary

August 27, 1996

The Honorable Jimmy L. Higgonbotham  
Chairperson, Nassau County  
Board of County Commissioners  
Post Office Drawer 1010  
Fernandina Beach, Florida 32034

Dear Mr. Higgonbotham:

The Department of Community Affairs is pleased to offer your county its fourth year of base program funding from the Emergency Management, Preparedness and Assistance Trust Fund. Enclosed is an original and three copies of the Agreement for Fiscal Year 1996-97. Please sign and return all four copies to this Department. A fully executed copy will be returned for your records.

The amount of the contract represents the higher allocation approved by the 1996 Legislature less your county's portion of the statewide satellite cost. If you have requested a carryover of funds from your current year Agreement, that amount is also reflected in this contract total.

I encourage you to read the contract and attachments thoroughly as there have been changes from the current Agreement in several areas. Please complete the information required in sections VIII. B. and C. of the contract regarding the county's designated Contract Manager; also, please indicate on Attachment F, Funding/Matching, section B.2., if an advance payment will be requested. All such requests should be accompanied by a detailed justification as to the need for advancing the funds.

Please submit to this office a copy of the current Position Description detailing the duties and responsibilities of the Emergency Management Director certified by the Board as being full-time as defined in Rule Chapter 9G-19, Florida Administrative Code.

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

The Honorable Jimmy L. Higgonbotham  
August 27, 1996  
Page Two

**Be sure that all remaining reports/work products required under your current year contract are completed and submitted to us on time. Failure to provide this information may result in delaying execution of your new contract until any deficiencies are corrected.**

We look forward to continuing to work with you during this fourth year of the Emergency Management Preparedness and Assistance Program. If you have any questions about this Agreement or about this program, please contact me at (904) 413-9934 or Ms. Dee Giles at (904) 413-9940.

Sincerely,



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

SFA/ds

cc: County Emergency Management Director

## SUMMARY OF RULE CHAPTERS 9G-18 AND 19 REVISIONS - Published 7/26/96 FAW

The majority of changes was due to the consolidation of the two rule chapters, resulting in what appears to be a lot of new and deleted substantive language, but in actuality is not. The two competitive grant programs and the county base grant program are now covered by 9G-19.

A second type of revision included in this submission was for clean-up (basically corrections) or clarification of intent on existing rule language.

The third type of revision deals with substantive changes as follows:

- 1) 9G-19.003(3) contains language which disallows matching one program in the EMPA Trust Fund (e.g. competitive grant) with funds from another EMPA TF program (e.g. base grant). NOTE: This does not disallow use of EMPA funds for matching SLA funds.
- 2) 9G-19.009(6)(e), (h), and (i) changes the maximum points allowed for individual scoring criteria; points for: experience and ability of the applicant as applied to the project decreased from 50 to 25; projects that address a DEM-identified priority for the cycle increased from 50 to 100 points; and projects located in a presidentially declared disaster area during prior 24 months decreased from 50 to 25. These changes were made to encourage the submission of projects in the areas which we feel should be the focus of emergency management at this point in time.
- 3) 9G-19.010(6) requires written notification to DEM by July 31 of each year by any county that wants to carry forward base grant funds from that (current) year to the next contract year (beginning Oct. 1). A second revision to this section deletes the language which allows a 75% carry forward of base grant funding. Both of these changes were made to encourage program expenditure planning and to minimize last minute, and often unnecessary, expenditures when a county finds itself with a surplus of funds at the end of a contract cycle; the July 31 deadline also allows the carry forward amount to be included in the original contract for the next year, eliminating the need for a modification. A third revision to this section corrects current language which limits the counties' eligible carry forward amount to 25% of their unspent balance. Language now allows each county to carry forward up to 25% of their award amount each year.
- 4) 9G-19.011(2) provides counties the flexibility to request a reduction on the "match" amount requirement (average of last 3-years' or most recent year, whichever is lower, county general fund contribution to their EM program) IF the rest of that county's governmental units are also being subjected to an overall general fund reduction determined to be equitably applied; limits the request submission due date to no later than 45 days prior to the beginning of the county's fiscal year. This provision was made to ensure that the county's general funds in the EM budget were not being targeted for "raiding" just because the EM office had EMPA funds to fall back on. When a county truly has to implement general fund budgetary cutbacks, they will have the flexibility to use this language to equitably spread some of the overall reductions to the EM office without risking loss of the EMPA grant..
- 5) 9G-19.014(1) requires all EMPA fund recipients (base or competitive) to be in compliance with the terms of any other funding agreements they have entered into with this Division or they would be considered in noncompliance.



STATE OF FLORIDA  
DEPARTMENT OF COMMUNITY AFFAIRS

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

LAWTON CHILES  
Governor

JAMES F. MURLEY  
Secretary

November 13, 1996

Mr. Robert L. Kotsis, Director  
Nassau County Department of  
Emergency Services  
11 North 14th Street, Box 12  
Fernandina Beach, Fl. 32034-0494

Dear Mr. Kotsis:

Enclosed is a fully executed copy of the 1996-97 Emergency Management Preparedness and Assistance Program Base Grant Agreement between your county and the Department of Community Affairs.

When submitting the required quarterly reports to this Division, be certain to use the enclosed **updated** Financial Report/Reimbursement Request forms dated October 1996. Claims not submitted on the proper form cannot be processed and **will be returned to the County for corrections**. Accurate reports are needed so that the Division can develop its Summary Report of Emergency Management Preparedness and Assistance Trust Fund Expenditures.

We will continue to use the semi-annual status report form initiated last year to assess your county's progress on applicable items in your five-year plan. Your State Emergency Management Area Coordinator will be in contact with you to schedule two progress meetings during the year to review the status of your planned work items.

If you have requested an advance of funds under Section B, Attachment F of this Agreement, but have not provided us with a written letter of justification explaining the need for and the anticipated use of the advanced funds, please do so as soon as possible. Absence of this information will result in a delay in the release of advanced funds to you.

If you have not already done so, please provide the Division's Finance and Logistics Management Section a copy of the Position Description for the staff position identified with this program as defined in Section 9G-19.002(6) or (8), Florida Administrative Code and certified by

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2796 Overseas Highway, Suite 212  
Marathon, Florida 33050-2227

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

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FIELD OFFICE  
155 East Summerlin  
Bartow, Florida 33830-4641

Mr. Robert L. Kotsis  
Page Two  
November 13, 1996

your county in Section XIX of this Agreement. A current copy of the Position Description is required as an annual submission under this program.

We look forward to working with you again this year. If you have any questions regarding this program, please contact either Ms. Dee Giles at (904) 413-9940 or me at (904) 413-9934.

Sincerely,

A handwritten signature in cursive script that reads "Suzanne Adams".

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

SFA/ds

Enclosures

cc: Eric Gentry  
Area Coordinators



*orig. signed approved 9-30-96  
Picked up by  
Bill Pachler  
10-1-96 For  
Submission to  
Dallahosser*

STATE OF FLORIDA  
DEPARTMENT OF COMMUNITY AFFAIRS

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LAWTON CHILES  
Governor

JAMES F. MURLEY  
Secretary

August 27, 1996

*Hold For  
fully executed  
copy*

The Honorable Jimmy L. Higgonbotham  
Chairperson, Nassau County  
Board of County Commissioners  
Post Office Drawer 1010  
Fernandina Beach, Florida 32034

Dear Mr. Higgonbotham:

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The amount of the contract represents the higher allocation approved by the 1996 Legislature less your county's portion of the statewide satellite cost. If you have requested a carryover of funds from your current year Agreement, that amount is also reflected in this contract total.

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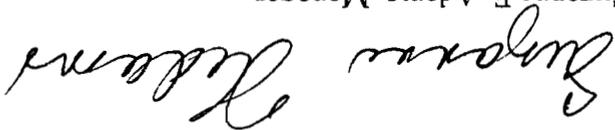
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Be sure that all remaining reports/work products required under your current year contract are completed and submitted to us on time. Failure to provide this information may result in delaying execution of your new contract until any deficiencies are corrected.

We look forward to continuing to work with you during this fourth year of the Emergency Management Preparedness and Assistance Program. If you have any questions about this Agreement or about this program, please contact me at (904) 413-9934 or Ms. Dee Giles at (904) 413-9940.

Sincerely,



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

SFA/ds

cc: County Emergency Management Director