

## DISASTER RELIEF FUNDING AGREEMENT

DCA Agreement No. #99-RM-W6-04-55-01-035

FEMA Project Application No. #089-00000

This Agreement is between the State of Florida, Department of Community Affairs (Grantee) and NASSAU COUNTY (Subgrantee). In support of the Agreement, the parties state:

WHEREAS, extreme drought and the subsequent fire beginning on May 25, 1998, and continuing through Midnight, July 22, 1998, produced disastrous conditions which had a devastating impact throughout Florida; and

WHEREAS, the severity of the damage and losses resulted in the declaration of a disaster emergency by the Governor in Executive Orders number 98-141, 98-165, 98-167, 98-168 and 98-187; and,

WHEREAS, the President of the United States has concurred and has declared a major disaster emergency, in FEMA DR-1223-FL, for the counties of Alachua, Baker, Bay, Bradford, Brevard, Calhoun, Clay, Citrus, Columbia, Dixie, Duval, Flagler, Gilchrist, Gulf, Hamilton, Hernando, Holmes, Jackson, Lafayette, Lake, Lee, Levy, Liberty, Madison, Marion, Nassau, Okaloosa, Orange, Osceola, Pasco, Putnam, St. Johns, Seminole, Sumter, Suwannee, Taylor, Union, Volusia, Walton and Washington, and has consolidated fire suppression grant assistance to the Grantee, in FEMA DR-2201-FL, for certain defined fire complexes and fires in the same forty Florida counties; and,

WHEREAS, the Federal Emergency Management Agency (FEMA), as a result of the Presidential Declaration, has made available federal funds for eligible disaster relief activities in FEMA DR-1223-FL (Public Assistance Program) and in FEMA DR-2201-FL (Fire Suppression Grants); and,

WHEREAS, the FEMA-State Agreement, defined herein below, governing the use of those grant funds requires the State to share in the total costs eligible for federal assistance; and,

WHEREAS, Chapter 98-46, Laws of Florida, in specific appropriation 1230, provides that Federal disaster assistance matching requirements shall be equally shared between the State and its subgrantees; and,

WHEREAS, Sections 252.35, 252.36, 252.37, and 252.38 Florida Statutes, authorize the relationship described herein.

NOW THEREFORE, the parties agree as follows:

1. DEFINITIONS: unless otherwise indicated, the following terms shall be defined as stated herein.

a. "Eligible disaster relief activities", as used in this Agreement, means those activities authorized in the FEMA-State Agreement, as defined herein below; Public Law 93-288, as amended by Public Law 100-707 (hereinafter the "Stafford Act"); Title 44 CFR, Part 206, and applicable Federal Emergency Management Agency or State guidance documents.

b. "Large Project" and "Small Project" shall be defined as indicated in 44 CFR 206.203(c).

c. "FEMA-State Agreement" shall mean that agreement between FEMA and the State of Florida, for the Presidential Major Disaster Declaration FEMA DR-1223-FL; or the FEMA-State Agreement for Fire Suppression Assistance in FEMA DR-2201-FL, as applicable, and all modifications thereto.

d. "Permanent Work" shall be defined as in 44 CFR 206.201(g).

e. "Emergency Work" shall be defined as in 44 CFR 206.201(b).

f. "Project" shall be defined as in 44 CFR 206.201(i).

g. "Fire Suppression Assistance" shall mean that assistance authorized by 44 CFR part 206, subpart L, and all FEMA handbooks and guidance addressing fire suppression assistance.

2. APPLICABLE STATUTES, RULES and AGREEMENTS: The parties agree to be bound by all terms of the FEMA-State Agreement and all applicable state and federal statutes, regulations, guidance and handbooks, including but not limited to those identified in Attachments A and C, and the pertinent implementing regulations and guidance.

3. FUNDING and INSURANCE: The Grantee shall provide funds to the Subgrantee for eligible disaster relief activities and fire suppression work for the projects approved by the Grantee and FEMA as specifically described in the approved Damage Survey Report(s) (DSR[s]). Allowable costs shall be determined in accordance with 44 CFR part 206, 44 CFR Part 13, and pertinent FEMA guidance documents. Approved DSRs shall be transmitted to the Subgrantee and shall cumulatively document the specific amount of funding provided, and the applicable scope(s) of eligible work and eligible costs, under this Agreement. DSRs may obligate, or deobligate funding, thereby revising the total amount of authorized funding. DSRs document the total eligible costs and the total Federal share (75% for eligible emergency work and 100% for eligible fire suppression work) of those costs. Contingent upon an appropriation by the Florida Legislature, the Grantee agrees to provide one-half of any non-Federal share (12½% of total eligible costs). As a condition of receipt of this funding, and contingent upon an appropriation by the Florida Legislature where required, the Subgrantee similarly agrees to provide one-half of any non-Federal share (12½% of total eligible costs).

Subgrantee agrees that the Grantee is authorized to withhold funds otherwise payable to Subgrantee, from any agreement administered by the Grantee, upon a determination by the Grantee or FEMA, or any auditor, that funds have been provided to Subgrantee pursuant to this Agreement, or any other disaster relief funding agreement administered by the Grantee, in excess of eligible costs.

Subgrantee agrees, as a condition of receipt of funding pursuant to this Agreement, to obtain reasonably available, adequate, and necessary insurance for the type or types of hazard for which the major disaster was declared for any and all projects receiving funding. Proof of said insurance shall be made available to the Grantee as a condition of receipt of funding under this Agreement. The final payment of funds will be made only after project completion, submission of all required documentation, final inspection, and a request for final reimbursement.

4. DUPLICATION OF BENEFITS PROHIBITION: In accordance with the provisions of Section 312 of the Stafford Act, duplication of benefits is prohibited. The Subgrantee shall notify the Grantee, as soon as practicable, of the existence of any insurance coverage for the damage identified on the DSR, and of any entitlement or recovery to payments from any other source, for the projects described in the DSR(s). Eligible costs shall be reduced by the amount of duplicate sources available. The Subgrantee shall be liable to the Grantee to the extent that the Subgrantee receives duplicate benefits from another source for the same purposes for which the Subgrantee has received payment from the Grantee. The Subgrantee shall immediately remit to the Grantee any duplication of benefits payment received by the Subgrantee. In

the event the Grantee determines a duplication of benefits has occurred, the Subgrantee hereby authorizes the Grantee or the Comptroller of the State of Florida to take offset action against any other available funding due the Subgrantee. The Comptroller is authorized to pay such offset to the Grantee upon written notice from the Grantee.

5. COMPLIANCE WITH ENVIRONMENTAL, PLANNING AND PERMITTING LAWS: The Subgrantee shall be responsible for implementation and completion of the approved projects described in the DSR(s) in a manner satisfactory to the Grantee, and in accordance with applicable federal, state, and local statutes, regulations, plans, and policies. Any development authorized by, any development order issued by, any permit issued by, or any development activity undertaken by, the Subgrantee, and any land use permitted by or engaged in by the Subgrantee, shall be consistent with the local comprehensive plan and land development regulations prepared and adopted pursuant to Chapter 163, Part II, Florida Statutes. Funds shall be expended for, and development activities and land uses authorized for, only those uses which are permitted under the comprehensive plan and land development regulations. The Subgrantee shall be responsible for ensuring that any development permit issued and any development activity or land use undertaken is, where applicable, also authorized by the pertinent Water Management District, the Florida Department of Environmental Protection, the Florida Department of Health, and any local environmental or land use permitting authority, where required.

In addition, Subgrantee shall comply with other federal and state environmental laws, statutes, regulations, and guidance including, but are not limited to, those identified in Attachment A and C.

Subgrantee further agrees to provide and maintain competent and adequate engineering or other supervision at all construction or work sites to ensure that the complete work conforms with the approved plans, specifications, and scope of work.

6. REQUIRED DOCUMENTATION; REVIEW/INSPECTION: The Subgrantee shall create and maintain acceptable documentation of work performed and costs incurred with respect to each project identified in connection with a Damage Survey Report (DSR). Failure to create and maintain proper documentation will result in the disallowance of Public Assistance or Fire Suppression funding, and require the refund of funds previously reimbursed or advanced, including an interest penalty. For all Large projects, the Subgrantee shall submit: (a) a Summary of Documentation (blank form attached as Exhibit A) which shall be supported by, but not attach, all appropriate backup documentation (e.g. invoices, canceled checks, daily activity reports, payroll records, time sheets, executed contracts, receipts, purchase orders, billing statements, etc.); (b) a request for reimbursement of actual costs; and (c) a signed project listing when all projects are complete. For all Large Projects, the Subgrantee must submit a request for a final inspection. For all projects the Subgrantee shall certify, on the Project Listing, that all work was performed in accordance with the requirements in this Agreement and the requirements in each DSR, and shall state the date the work was completed. The Grantee will inspect Small Projects on a random basis. The Grantee will schedule and perform the final inspections on Large Projects, and review the Project Listing for Small Projects or inspect the project, to ensure that the work was performed within the scope of work delineated on the DSR(s). Costs of any

work not performed within the approved scope of work shall not be eligible for funding.

7. COST SHARING: The disaster relief funds for eligible costs indicated on the DSR(s) and described in this Agreement shall be shared in accordance with the cost sharing provisions established in the Stafford Act, the FEMA-State Agreement, and Chapter 98-46, Laws of Florida, Specific Appropriation 1230. DSRs document the total eligible costs and the total Federal share (75%) of those costs. The Grantee agrees to provide one-half of the non-Federal share (12½% of total eligible costs). As a condition of receipt of this funding, the Subgrantee similarly agrees to provide one-half of the non-Federal share (12½% of total eligible costs). Administrative costs which according to the schedule are in addition to and not part of the DSR(s) eligible costs, and are otherwise eligible under 44 CFR 206.228 and involve no required match, will be funded by FEMA.

8. PAYMENT OF CLAIMS:

a. SMALL PROJECTS: The Grantee shall make payment to the Subgrantee of the full Federal share of the eligible costs for Small Projects as soon as practicable after execution of this Agreement and receipt from FEMA of the pertinent approved DSR(s).

b. LARGE PROJECTS: The payments for Large Projects will be on a cost reimbursement basis and subject to receipt of the following: (1) a Request For Advance or Reimbursement Form (blank form attached hereto as Exhibit B); (2) a Summary of Documentation Form, listing the DSR #, identifying the audit ready documentation that exists to support the payment request, identifying the dollar amounts of each eligible cost, and identifying

the Subgrantee's own internal reference number (voucher, warrant, purchase order, etc.); and (3) a letter providing a brief synopsis of the request, and certifying that the reported costs were incurred in the performance of eligible work.

c. ADVANCES: This Subgrantee may be paid an advance of funds provided that the Subgrantee not to exceed the Federal Share: (1) demonstrates and maintains the willingness and ability to maintain procedures to minimize the time elapsing between the transfer of funds and their disbursement; (2) submits budget data on which the request is based; (3) submits a justification statement explaining the necessity for and proposed use of the funds, and specification of the amount requested; and (4) submits a completed Request for Advance or Reimbursement Form. After any advance, and in the event no advance is provided, all payments shall be on a cost reimbursement basis. Subgrantee shall promptly, but at least quarterly, remit interest earned on advances (if any) to the Grantee for remittance to FEMA.

d. IMPROVED PROJECTS: If the Subgrantee desires to make improvements, but still restore the predisaster function of the damaged facility in accordance with 44 CFR 206.203, the Subgrantee must obtain prior approval from the Grantee.

e. ALTERNATE PROJECTS: In any case in which the Subgrantee determines that the public welfare would not be best served by restoring a damaged public facility, or function of that facility, the Subgrantee may request that the Grantee and FEMA approve, in advance of performing any work, an alternate project in accordance with 44 CFR 206.203.

f. WITHHOLDING OF FUNDS: The Grantee may, in its sole discretion,



withhold a percentage of funding (up to 12.5% of total project funding, the full non-federal share paid by the State) provided under this Agreement in order to protect against subsequent adverse determinations by FEMA regarding previously authorized or disbursed grant funds.

9. FINAL PAYMENT: The final payment will be made only after project completion, submission of all required documentation, final inspection (Large Projects), review of Project Listing and/or inspection (Small Projects), and a request for final reimbursement.

10. RECORDS MAINTENANCE: Subgrantee's performance under this Agreement shall be subject to 44 CFR Part 13, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" or OMB Circular A-110, dated 11/19/93, further amended 8/29/97 "Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations," and OMB Circular No. A-87, "Cost Principles for State and Local Governments," or OMB Circular A-122, dated 6/1/98 "Cost Principles for Non-Profit Organizations." The Subgrantee agrees to maintain all records pertaining to the projects described in the DSR(s) and the funds received under this Agreement until all issues relating to the inspection and final audit have been completed, and any action or resolution of outstanding issues have been completed. In no event will such records be maintained for a period of less than three (3) years from the date of the final payment under this Agreement. Access to those records must be provided at reasonable times to the Comptroller General of the United States, the Grantee, its employees and agents, and to FEMA, its employees and agents. "Reasonable" shall be construed according to the circumstances but

ordinarily shall mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by the Grantee.

11. RECOVERY OF FUNDS: If the final inspection, audit, or other review by FEMA, the State, or any other authorized entity determines that payment made under this Agreement exceeds the amount of actual eligible costs, the Subgrantee shall, within forty-five (45) days of receipt of the determination notice, repay the Grantee the amount determined to be in excess of the actual costs. In the event Subgrantee fails to make repayment, Subgrantee authorizes Grantee to take offset action as provided elsewhere in this Agreement.

12. AUDIT:

a. Subgrantees shall submit an Audit of Agreement Compliance to the Grantee as provided herein. If the Subgrantee expends \$300,000 or more in Federal awards in its fiscal year, then the Subgrantee shall have an audit conducted. This audit will be performed by an independent Certified Public Accountant or other entity independent of the Subgrantee in accordance with the standards of the Comptroller General as specified in the General Accounting Office Standards for Audit of Governmental Organizations, Programs, Activities and Functions, and generally accepted auditing standards established by the American Institute of Certified Public Accountants. The agreement number of this grant must be identified with the audit submitted. Such audit shall also comply with the requirements of Sections 11.45, 216.349, and 216.3491, 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, as amended, 31 USC 7501 through 7507, and OMB Circular A-133, as revised June

24, 1997, or thereafter. If the Subgrantee is a private non-profit organization, it shall submit an organization-wide audit. All audits are due not later than seven (7) months after the termination of the entity's fiscal year. If the Subgrantee expends less than \$300,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133 is not required, but an audit may otherwise be required under Section 216.3491, Florida Statutes, and rules adopted pursuant thereto.

b. The Grantee may require the Subgrantee to undertake such further or additional audits as determined necessary or appropriate including, but not limited to, past and current organization-wide audits. Such audits may be necessary

to determine the adequacy, accuracy, and reliability of the Subgrantee's internal controls, fiscal data, and management systems established to safeguard the Subgrantee's assets and to ensure compliance with this Agreement.

c. If this Agreement is closed out without an audit, the Grantee reserves the right to recover any disallowed costs identified in an audit after such close-out.

13. NONCOMPLIANCE: If the Subgrantee violates any of the conditions of disaster relief assistance under the Robert T. Stafford Act of 1988, Public Law 93-288 as amended by Public Law 100-707, the FEMA-State Agreement, applicable state law or applicable state or federal regulations, including those noted herein, additional financial assistance for the project in which the violation occurred will be withheld until such violation has been corrected or the Grantee may take any other action that is legally available.

14. NONDISCRIMINATION/CONTRACTORS: The Subgrantee shall maintain an active program of nondiscrimination in disaster assistance as outlined in 44 CFR, Parts 7 and 16, and 44 CFR Section 206.11. The Subgrantee shall comply with federal regulations concerning the General Services Administrative Consolidated List of Debarred, Suspended and Ineligible Contractors, as provided in 44 CFR Part 17.

15. MODIFICATION: Either party may request modifications to this Agreement; except for scope of work to be completed on the DSR(s) and the time limitations for performance of the work which are subject to modification in separate procedures with FEMA. Modifications to the terms and conditions of this Agreement shall be proposed in writing by either party and become effective only upon execution by both parties. Modifications to any DSR shall be requested through the Grantee, approved solely at the discretion of FEMA and shall be reflected in a supplemental DSR as part of the project. If otherwise allowed under this Agreement, any extension shall be in writing 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 for completion is due to events beyond the control of the Subgrantee.

16. TIME FOR PERFORMANCE: All activities funded under this Agreement shall be timely performed and completed. In accordance with 44 CFR 206.204, and subject to any approved extension by the Governor's Authorized Representative (GAR) or the Federal Regional Director, the term for performance of emergency work (debris clearance and emergency protective measures) is six (6) months from the date of the Presidential Declaration of

a major disaster or emergency. Permanent (restoration) work must be completed within eighteen (18) months of the date of the Presidential Declaration of a major disaster or emergency. Within sixty (60) days of the latest approved extension for Large Projects, the Summary of Documentation, a request for final inspection and supporting documentation identified in Paragraph 6, REQUIRED DOCUMENTATION: REVIEW AND INSPECTION, shall be submitted to the Grantee. Within thirty (30) days of the later of: (1) the completion of all work, or (2) receipt of FEMA's approval of the Final Inspection, the Subgrantee shall submit the completed Project Listing to the Grantee. Time extensions may be granted on an individual basis, in accordance with 44 CFR 206.204. If any extension request is denied, the Subgrantee may be reimbursed for eligible project costs incurred up to the latest approved completion date. Failure to complete the project will result in the denial of funding for that project.

17. CONTRACTS WITH OTHERS: If a Subgrantee contracts with any other entity (herein after "contractor") for performance of any of the work required under this Agreement, the Subgrantee agrees to include in the contract that the contractor is bound by the terms and conditions of this Agreement with the Grantee, and to provide the contractor with a copy of this Agreement. The Subgrantee further agrees to include in the contract that the contractor shall hold the Subgrantee and the Grantee harmless against all claims of whatever nature arising out of the performance of the work by the contractor under the contract. To the extent that the Subgrantee has outstanding, uncompleted, contracts for work for which reimbursement will be requested under this Agreement, Subgrantee agrees to use its best efforts to modify said contracts

in accordance with this paragraph.

18. TERMINATION: Either party may request termination of this Agreement, in writing, delivered in person, or by certified mail, to the party's representative who executes this Agreement. Said termination may be accomplished by mutual agreement of the parties, effective thirty (30) days after an executed modification to effect termination.

19. LIABILITY:

(a) The Grantee assumes no liability whatsoever to third parties as a result of this Agreement. Unless the Subgrantee is a State agency or subdivision as defined in Section 768.28, Florida Statutes, the Subgrantee shall be solely responsible to parties with whom it shall deal in carrying out the terms of this Agreement, and shall indemnify and save the Grantee and the State of Florida harmless against all claims, suits, liabilities and damages, of whatever nature, arising out of the performance of activities funded or contemplated under this Agreement. For purposes of this Agreement, Subgrantee agrees that it is not an employee or agent of the Grantee but is an independent contractor.

(b) Any Subgrantee which is a state agency or subdivision, as defined in Section 768.28, Fla. Stat., agrees to be fully responsible for its negligent acts or omissions or tortious acts, and agrees to be liable for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by any Subgrantee to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of the performance of this Agreement.

(c) Subgrantee represents and warrants that hazardous and toxic materials, if present at any locations where the scope(s) of work will be performed, are at levels within regulatory limits and do not trigger action required by Federal, State or local laws or regulations. Subgrantee further represents and warrants that household hazardous waste meeting the definition set forth in 40 CFR shall be handled in a manner which meets all Federal, State and local laws and regulations. Subgrantee further represents and warrants that the presence of any condition(s) or material(s) on site, which is subject to Federal, State or local laws and regulations (including but not limited to: above ground or underground storage tanks or vessels, asbestos, pollutants, irritants, pesticides, contaminants, petroleum products, waste, chemicals, and septic tanks), shall be handled and disposed of in accordance with the pertinent requirements.

20. REPORTS: The Subgrantee shall provide quarterly progress reports to the Grantee, using the attached Quarterly Report Form, Attachment F. Refer to the "Quarterly Report Schedule and Instructions" (Attachment G) for the due date of the first report. Reports are due quarterly thereafter until the work has been completed and approved through final inspection. Reports shall indicate the status and completion date for each project funded, any problems or circumstances affecting completion dates, or the scope of work, or the project costs, and any other factors reasonably anticipated to result in noncompliance with the terms of the grant award. Interim inspections shall be scheduled by the Subgrantee prior to the final inspection and may be required by the Grantee based on information supplied in the quarterly reports. The Grantee may require additional reports as needed. The

Subgrantee shall, as soon as possible, provide any additional reports requested by the Grantee. The Grantee contact will be the State Public Assistance officer for all reports and requests for reimbursement.

21. STANDARD CONDITIONS: The Subgrantee further 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, or the provision of funding to the Grantee pursuant to Section 252.37, Florida Statutes.

b. Bills for fees or other compensation for services or expenses must be submitted in detail sufficient for a proper pre and post audit thereof.

c. The Grantee may unilaterally cancel this Agreement for refusal by the Subgrantee or its contractors to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Subgrantee or its subcontractor in conjunction with this Agreement. It is expressly understood that substantial evidence of the Subgrantee's or their contractor's refusal to comply with this provision shall constitute a breach of contract, and constitute grounds for termination.

d. Pursuant to Section 216.347, Florida Statutes, and applicable federal law, the Subgrantee agrees that no funds from this Agreement will be expended for the purpose of lobbying the Legislature, state agency employees, Members of Congress, officers or employees of Congress, or an employee of a Member of Congress in connection with the awarding of this Agreement or any



amendments or modifications of this Agreement.

e. The Subgrantee certifies with respect to this Agreement that it possesses the legal authority to receive the funds.

f. The Subgrantee shall comply with any Statement of Assurance attached hereto, which shall be incorporated herein. The Subgrantee acknowledges that the responsibility for complying with the approved subgrant award rests with the Subgrantee and acknowledges that failure to do so constitutes grounds for the rescission or suspension of this subgrant and may influence future subgrant awards.

22. TERM: This Agreement shall begin upon the date last signed and shall end upon receipt of official closing documentation from FEMA unless terminated earlier in accordance with the provisions of this Agreement. Subgrantee agrees to promptly commence and to expeditiously complete the scope of work identified herein. All work shall be completed within six months of the date of the major disaster declaration (July 2, 1998) or prior to such deadline as established by the GAR or the FEMA, whichever is later.

23. NOTICE AND CONTACT: All notices under this Agreement shall be in writing, delivered either by hand delivery or certified mail to the representative and address below:

FOR THE GRANTEE:

Joseph F. Myers, GAR  
State Public Assistance  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399

FOR THE SUBGRANTEE:

MICHAEL GREENE, FIRE CHIEF  
11 North 14th Street  
Fernandina Beach, FL 32034

24. DEFAULT; REMEDIES; TERMINATION

(a) If any of the following events occur ("Events of Default"), all obligations on the part of the Grantee to make any further payment of funds hereunder shall, if the Grantee so elects, terminate, and the Grantee may at its option exercise any of its remedies set forth herein, but the Grantee may make any payments or parts of payments after the happening of any Events of Default without thereby waiving the right to exercise such remedies, and without becoming liable to make any further payment:

1. If any warranty or representation made by the Subgrantee in this Agreement or any previous Agreement with the Grantee shall at any time be false or misleading in any respect, or if the Subgrantee shall fail to keep, observe or perform any of the terms or covenants contained in this Agreement or any previous agreement with the Grantee and has not cured such in timely fashion, or is unable or unwilling to meet its obligations thereunder;
2. If any material adverse change shall occur in the financial condition of the Subgrantee at any time during the term of this Agreement from the financial condition revealed in any reports filed or to be filed with the Grantee, and the Subgrantee fails to cure said material adverse change within thirty (30) days from the time the date written notice is sent by the Grantee;
3. If any reports required by this Agreement have not been submitted to the Grantee or have been submitted with incorrect, incomplete or insufficient information; or
4. If the necessary funds are not available to fund this agreement as a result of action by Congress, the Legislature,

the Office of the Comptroller or the Office of Management and Budget.

(b) Upon the happening of an Event of Default, then the Grantee may, at its option, upon written notice to the Subgrantee and upon the Subgrantee's failure to timely cure, exercise any one or more of the following remedies, either concurrently or consecutively, and the pursuit of any one of the following remedies shall not preclude the Grantee from pursuing any other remedies contained herein or otherwise provided at law or in equity;

1. Terminate this Agreement, provided that the Subgrantee is given at least fifteen (15) days prior written notice of such termination. The notice shall be effective when placed in the United States mail, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address set forth in paragraph (23) herein;
2. Commence an appropriate legal or equitable action to enforce performance of this Agreement;
3. Withhold or suspend payment of all or any part of a request for payment;
4. Exercise any corrective or remedial actions, to include but not be limited to, requesting additional information from the Subgrantee to determine the reasons for or the extent of non-compliance or lack of performance, issuing a written warning to advise that more serious measures may be taken if the situation is not corrected, advising the Subgrantee to suspend, discontinue or refrain from incurring costs for any activities in question or requiring the Subgrantee to reimburse the Grantee for the amount of costs incurred for any items determined to be ineligible; and

5. Exercise any other rights or remedies which may be otherwise available under law.
- (c) The Grantee may terminate this Agreement for cause upon such written notice as is reasonable under the circumstances. Cause shall include, but not be limited to, misrepresentation in the grant application, misuse of funds; fraud; lack of compliance with applicable rules, laws and regulations; failure to perform in a timely manner; and refusal by the Subgrantee to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, FS, as amended.
- (d) Suspension or termination constitutes final Grantee action under Chapter 120, FS, as amended. Notification of suspension or termination shall include notice of administrative hearing rights and time frames. However, any deobligation of funds or any other determination made by FEMA shall be addressed as provided in 44 CFR 206.206.
- (e) The Subgrantee shall return funds to the Grantee if found in non-compliance with laws, rules, regulations governing the use of the funds or this Agreement.
- (f) Notwithstanding the above, the Subgrantee shall not be relieved of liability to the Grantee by virtue of any breach of Agreement by the Subgrantee. The Grantee may withhold any payments to the Subgrantee for purpose of set-off until such time as the exact amount of damages due the Grantee from the Subgrantee is determined. In the event the Federal Emergency Management Agency (FEMA) deobligates funds previously authorized under this Agreement, or under any other FEMA funded agreement administered by the Division, then Subgrantee shall immediately repay said funds to the Grantee. If Subgrantee fails to repay said funds,

then Subgrantee authorizes the Grantee to recoup said funds from funding otherwise available under this Agreement or under any other grant Agreement with Subgrantee administered by the Grantee.

(25) 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.
- (c) This Agreement has the following attachments:

Attachment A	Program Statutes and Regulations
Attachment B	Lobbying Prohibition/Certification
Attachment C	Statement of Assurances
Attachment D	Request for Advance or Reimbursement
Attachment E	Summary of Documentation
Attachment F	Quarterly Report
Attachment G	Quarterly Report Schedule and Instructions

26. **DESIGNATED AGENT:** The Subgrantee hereby authorizes \_\_\_\_\_  
Michael Greene, Fire Chief \_\_\_\_\_ as its primary designated agent, and  
Terry Eby, Emergency Management Coordinator \_\_\_\_\_ as its alternate designated  
agent, to execute Requests for Reimbursement, necessary certifications,  
and other supplementary documentation.

IN WITNESS WHEREOF, the Grantee and Subgrantee have executed this  
Agreement;

**FOR THE SUBGRANTEE:**  
Nassau County Board of  
County Commissioners

**FOR THE GRANTEE:**  
STATE OF FLORIDA  
DEPARTMENT OF COMMUNITY AFFAIRS

By: J. H. Cooper  
(Signature)

By: Shirley W. Callis  
(Signature)

J. H. Cooper  
\_\_\_\_\_  
(Print or Type Name)

Joseph F. Myers  
\_\_\_\_\_  
(Print or Type Name)

Chairman  
\_\_\_\_\_  
(Title)

Governor's Authorized Representative

Date: January 11, 1999

Date: 12/22/98

Subgrantee's Federal  
Employer Identification No.  
59-1863042

Federal Domestic Assistance # 83.544

ATTEST:

J. M. Oxley, Jr.  
J. M. "Chip" Oxley, Jr.  
Its: Ex-Officio Clerk

Approved as to Form by the  
Nassau County Attorney

Michael S. Mullin  
Michael S. Mullin

ATTACHMENT A

PROGRAM STATUTES AND REGULATIONS

The parties to this Agreement and the Public Assistance and Fire Suppression Grant Programs are generally governed by the following statutes and regulations:

- (1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 USC 5121, et seq;
- (2) 44 CFR parts 6, 7, 9, 10, 13, 14, 16, 17, 18, 25, 206, 220, and 221, and any other applicable FEMA policy memoranda, handbooks and guidance documents;
- (3) State of Florida Administrative Plan for the Public Assistance Grant Program; and
- (4) All applicable laws and regulations delineated in Attachment C of this Agreement.


ATTACHMENT B

LOBBYING PROHIBITION

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence either directly or indirectly an officer or employee of any state or federal agency, a member of the Florida Legislature, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-L. "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representative of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any persons who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

By:   
Signature

J. H. Cooper, Chairman  
Typed Name and Title



ATTACHMENT C

STATEMENT OF ASSURANCES

To the extent the following provisions apply to the award of assistance in this Agreement, as determined by the awarding agency, the Subgrantee hereby assures and certifies that:

- (a) It possesses legal authority to enter into this agreement, and to execute the proposed program;
- (b) Its governing body has duly adopted or passed as an official act a resolution, motion or similar action authorizing the execution of the disaster relief funding agreement with the Grantee, including all understandings and assurances contained therein, and directing and authorizing the Subgrantee's chief ADMINISTRATIVE officer or designee to act in connection with the application and to provide such additional information as may be required;
- (c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this agreement or to any benefit to arise from the same. No member, officer, or employee of the Subgrantee or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any interest direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this agreement. The Subgrantee shall incorporate or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes stated above;
- (d) All Subgrantee contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Subgrantee for eligible contract work completed prior to the date the notice of suspension of funding was received by the Subgrantee. Any cost incurred after a notice of suspension or termination is received by the Subgrantee may not be funded with funds provided under this

Agreement unless previously approved in writing by the Grantee. All Subgrantee contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;

(e) It will comply with:

- (1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and
- (2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.

(f) It will comply with:

- (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Subgrantee receives Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Subgrantee, this assurance shall obligate the Subgrantee, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;
- (2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C.: 6101-6107) which prohibits discrimination on the basis of age or with

respect to otherwise qualified handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;

- (3) Executive Order 11246 as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship;
- (g) The Subgrantee agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), where applicable, which prohibits discrimination by public and private entities on the basis of disability in the areas of employment, public accommodations, transportation, State and local government services, and in telecommunications;
- (h) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to Section 112.313 and section 112.3135, FS;
- (i) It will comply with the Anti-kickback Act of 1986, 41 U.S.C. Section 51 which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities;
- (j) It will comply with the provisions of 18 USC 594, 598, 600-605 (f/k/a the Hatch Act) which limits the political activity of employees;
- (k) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973 as amended, 42 USC 4002-4107, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment,

rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;

- (l) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the "Uniform Federal Accessibility Standards," (AS) which is Appendix A to 41 CFR Section 101-19.6 for general type buildings and Appendix A to 24 CFR Part 40 for residential structures. The Subgrantee will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;
  
- (m) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (U.S.C. 470), Executive Order 11593, 24 CFR Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (16 U.S.C. 469a-1, et seq.) by:
  - (1) Consulting with the State Historic Preservation Officer to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Section 800.8) by the proposed activity; and
  - (2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.
  
- (n) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C.: 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
  
- (o) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 USC 4521-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
  
- (p) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
  
- (q) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C.: 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;

- (r) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 USC 6201-6422), and the provisions of the state Energy Conservation Plan adopted pursuant thereto.
- (s) It will comply with the Laboratory Animal Welfare Act of 1966, 7 USC 2131-2159, pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this agreement;
- (t) It will comply with Title VIII of the Civil Rights Act of 1968, 42 USC 2000c and 42 USC 3601-3619, as amended, relating to non-discrimination in the sale, rental, or financing of housing, and Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin;
- (u) It will comply with the Clean Air Act of 1955, as amended, 42 USC 7401-7642;
- (v) It will comply with the Clean Water Act of 1977, as amended, 42 USC 7419-7626;
- (w) It will comply with the Endangered Species Act of 1973, 16 USC 1531-1544;
- (x) It will comply with the Intergovernmental Personnel Act of 1970, 42 USC 4728-4763;
- (y) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 16 USC 270;
- (z) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 USC 4321-4347;
- (aa) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 USC 469a, et seq;
- (bb) It will comply with the Rehabilitation Act of 1973, Section 504, 29 USC 794, regarding non-discrimination;

- (cc) It will comply with environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 USC 300f-300j, regarding protection of underground water sources;
- (dd) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 USC 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs;
- (ee) It will comply with the Wild and Scenic Rivers Act of 1968, 16 USC 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;
- (ff) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12848 (Environmental Justice);
- (gg) It will comply with the Coastal Barrier Resources Act of 1977, 16 USC 3510;
- (hh) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 USC 1451-1464; and
- (ii) It will comply with the Fish and Wildlife Coordination Act of 1958; 16 USC 661-666.



FLORIDA DEPARTMENT OF COMMUNITY AFFAIRS  
DIVISION OF EMERGENCY MANAGEMENT

Request for Advance or Reimbursement for  
Public Assistance Funds

SUBGRANTEE NAME: \_\_\_\_\_ DEC NO: FEMA- \_\_\_\_\_ -DR-FL

ADDRESS: \_\_\_\_\_ PA ID NO: \_\_\_\_\_

PAYMENT NO: \_\_\_\_\_ DCA AGREEMENT NO: \_\_\_\_\_

	DSR ELIGIBLE AMOUNT	PREVIOUS PAYMENTS	CURRENT REQUEST	DCA USE ONLY	
				APPROVED FOR PAYMENT	COMMENTS
DSR# _____ CATEGORY _____ % COMPLETE _____					
DSR# _____ CATEGORY _____ % COMPLETE _____					
DSR# _____ CATEGORY _____ % COMPLETE _____					
DSR# _____ CATEGORY _____ % COMPLETE _____					
DSR# _____ CATEGORY _____ % COMPLETE _____					

TOTAL CURRENT REQUEST \$ \_\_\_\_\_

I certify that to the best of my knowledge and belief the above accounts are correct and that all disbursements were made in accordance with all conditions of the DCA agreement and payment is due and has not been previously requested for these amounts.

SUBGRANTEE SIGNATURE \_\_\_\_\_

NAME AND TITLE \_\_\_\_\_ DATE: \_\_\_\_\_

TO BE COMPLETED BY DEPARTMENT OF COMMUNITY AFFAIRS (DCA)	
APPROVED FOR PAYMENT \$ _____	GOVERNOR'S AUTHORIZED REPRESENTATIVE  DATE _____
ADMINISTRATIVE COST \$ _____	
TOTAL PAYMENT \$ _____	

FLORIDA DIVISION OF EMERGENCY MANAGEMENT  
 SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT  
 CLAIMED FOR ELIGIBLE DISASTER WORK

Applicant \_\_\_\_\_

Disaster No. FEMA-1223 -DR-FL  
FEMA-2201 -DR-FL

DCA Agreement No. \_\_\_\_\_ PA ID No. \_\_\_\_\_ DSR No. \_\_\_\_\_

Applicant's Reference No. (Warrant, Voucher, Claim or Schedule No.)	Delivery Date of articles or performance services.	<u>DOCUMENTATION</u> List Documentation (Applicant's payroll, material out of applicant's stock, applicant owned equipment and name of vendor or contractor) by category and line item in the approved project application and give a brief description of the articles or services.	Amounts Applicant' Eligible Costs
<b>TOTAL</b>			
<b>GRAND TOTAL - PAGES ___ OF ___ PAGES</b>			



## ATTACHMENT F

### FLORIDA PUBLIC ASSISTANCE QUARTERLY REPORT

APPLICANT: \_\_\_\_\_ PA ID: \_\_\_\_\_ DISASTER NO. \_\_\_\_\_

AGENT: \_\_\_\_\_ PHONE: \_\_\_\_\_ GRANT MGR: \_\_\_\_\_

QUARTERLY REPORT PERIOD: \_\_\_\_\_ DATE: \_\_\_\_\_ PAGE: \_\_\_ OF \_\_\_

NO	DSR#	CAT.	SUP#	% CMP	STATUS - REMARKS

# ATTACHMENT G

## FLORIDA DEPARTMENT OF COMMUNITY AFFAIRS DIVISION OF EMERGENCY MANAGEMENT

### QUARTERLY REPORT SCHEDULE AND INSTRUCTIONS

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Quarterly Progress Reports are required by the Disaster Funding Agreements for all subgrantees until all their Damage Survey Report (DSR) projects are completed. Subgrantee reports are reviewed by the Grants Manager, then consolidated by disaster event (declaration number) and forwarded to FEMA Region IV as required by the FEMA/State Agreement for each disaster. The State reports are due to FEMA Region IV thirty (30) days after the end of the reporting quarter. **Reporting quarters and submission dates are listed below for your information and compliance.**

QUARTERS	DUE TO STATE BY	STATE SUBMISSION TO FEMA
January-March	April 15 <sup>th</sup> (or 1 <sup>st</sup> work day after)	Not Later Than - April 30 <sup>th</sup>
April-June	July 15 <sup>th</sup> (or 1 <sup>st</sup> work day after)	Not Later Than - July 31 <sup>st</sup>
July-September	October 15 <sup>th</sup> (or 1 <sup>st</sup> work day after)	Not Later Than - October 31 <sup>st</sup>
October-December	January 15 <sup>th</sup> (or 1 <sup>st</sup> work day after)	Not Later Than - January 31 <sup>st</sup>

Subgrantees involved in their "first" or a "new" disaster grant will be advised of the date required for the submission of their first Quarterly Report for that disaster. All subsequent Quarterly Report submissions will follow the schedule outlined above.

Subgrantees involved in more than one open disaster grant must submit separate reports for each disaster that has outstanding DSR projects. Please be aware, the Department will withhold payment of any disaster funds due if the report is not submitted on time.

Subgrantees should contact their Grant Manager for guidance in preparing their "first" Quarterly Progress Report for any disaster. If you have any questions, contact your specific Grant Manager.

JFM/jts