

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, Attachments A and A-1 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, 1998 and shall end September 30, 1999, unless terminated earlier in accordance with the provisions of Paragraphs VII. or IX. of this Agreement. All requests for reimbursement must be submitted within 30 days after the termination date of the Agreement. No reimbursement requests received after November 1, 1999 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. No change to the terms and conditions of this Agreement, including the Scope of Work, shall be effective until filed and approved in accordance with the provisions in Attachment A. However, changes to the amount of funding to be provided may be accomplished by notice from the

Department to the County, in the form of certified mail, return receipt requested. The Department may make an award of additional funds by subsequent Award Letter certified mail, return receipt requested, to the County's contact identified in paragraph VIII, below. Should the County determine it does not wish to accept the award of additional funds, then the County shall provide notice to the Department contact within thirty (30) days of receipt of the Award Letter. Otherwise, the County shall provide to the Department its written notice of acceptance within forty-five (45) days of receipt of the Award Letter. The terms of this Agreement shall be considered to have been modified to include the additional funds upon receipt of the written notice of acceptance.

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, agreements, rules and regulations, applicable to any other funding for the County 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, in the sole discretion of the Department, 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 from any other grant agreement or contract with the County administered by the Department.
- 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 Suzanne F. Adams, Planning Manager, Division of Emergency Management, as the Department's Contract Manager. All communications, written or oral, relating to this Agreement shall be directed to her at the following address:

Department of Community Affairs  
Division of Emergency Management  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100  
E-Mail - [suzanne.adams@dca.state.fl.us](mailto:suzanne.adams@dca.state.fl.us)

- 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:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone #: (    ) \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 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 submit an Audit of Agreement Compliance to the Department as provided herein. If the County receives or expends \$300,000 or more in Federal awards in its fiscal year, then the County shall conduct an audit performed by an independent Certified Public Accountant or other entity independent of the county 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, Rules of the Auditor General, and, to the extent applicable, the Single Audit Act of 1984, as amended, 31 USC 7501 through 7507, OMB Circular A-87 and OMB Circular A-133, as revised June 24, 1997, or thereafter. If the County receives or 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.
  - 1. The audit report shall include all management letters and the County's response to all findings, including corrective actions to be taken.
  - 2. The 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 herein, 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, 2000.

I. The Department may require the County 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 County's internal controls, fiscal data, and management systems established to safeguard the County's assets and to ensure compliance with this Agreement.

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

## 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.
- 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.

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 until the termination of the HNS Agreements.
- 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.

#### 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 Service and 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).

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. VEHICLES

Written approval from the Director of the Division of Emergency Management must be obtained prior to the purchase of any motor vehicle with funds provided under this Agreement. In the absence of such approval, the Department will have no obligation to honor such reimbursement request.


XX. 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, 9G-11, 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 further certifies that no public official, agency, or body other than the county governing body and the Division of Emergency Management of the Department of Community Affairs shall have direction and control over the director of the County's emergency management agency.

The County certifies that funds received from the Emergency Management, Preparedness and Assistance Trust Fund (EMPA funds) 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. The County further certifies that EMPA funds shall not be expended for 911 services, emergency medical services, law enforcement, criminal justice, fire service, public works or other services outside the emergency management responsibilities assigned to the County Emergency Management Agency, unless such expenditure enhances emergency management capabilities as expressly assigned in the local comprehensive emergency management plan.

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.

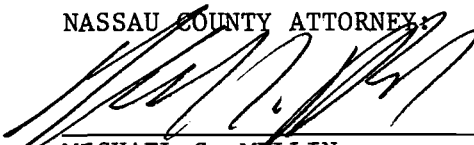
COUNTY: \_\_\_\_\_  
BY:   
Name and title: Chris Kirkland  
Chairman

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

Date: September 28, 1998

APPROVED AS TO FORM BY THE  
NASSAU COUNTY ATTORNEY:

Federal Employer I.D. 59-1863042

  
MICHAEL S. MOLLIN

**STATE OF FLORIDA**  
**DEPARTMENT OF COMMUNITY AFFAIRS**

BY: \_\_\_\_\_

Name and Title: Joseph F. Myers, Director

Date: \_\_\_\_\_

## 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, 1998 and September 30, 1999, listed in the most recently revised Five-year Strategic Plan, as approved by the Department. The revised Five-year Strategic Plan is attached hereto as Attachment A-1. Subsequent revisions during the term of this Agreement shall be those submitted in writing by the County, approved by the Department, and on file in the Division. The document evidencing the approved scope of work shall be the most recent Strategic Plan for the County on file in the Division of Emergency Management, Bureau of Compliance Planning and Support, evidencing approval by Division staff housed in Tallahassee.

As a further condition of receiving funding under this Agreement, the County shall, following full or partial County Emergency Operation Center activation at a level equivalent to a State Emergency Operation Center level three (3) or above during the period of this Agreement, then the County shall, within forty-five (45) days following the conclusion of the activation, evaluate the performance of all elements of the local emergency management program during that activation, and provide a written after action report to the Department. The format for this after action report shall be as prescribed by the Department.

Funds may not be used for items such as door prizes and gifts. Flyers and promotional items to promote the Emergency Management Program are allowable.

Food and beverages may be purchased for Emergency Management personnel and other personnel only if the County Emergency Operation Center or field command office is in an activated status and personnel receiving food/beverage are on duty at either of these locations. Purchases may be made only under 1) An Executive Order issued by the Governor or 2) a State of Emergency appropriately declared by local officials in response to an emergency event or threat.

Within 60 days of execution of this Agreement, the County shall provide copies of any and all ordinances currently in effect which expressly address emergency management, disaster preparedness, civil defense, disasters, emergencies or otherwise govern the activation of the local emergency management program provided in s.252.38, F.S.

Attachment B

PROGRAM STATUTES AND REGULATIONS

1. Chapter 252, Florida Statutes
2. Rule Chapters 9G-6, 9G-7, 9G-11, 9G-19 and 9G-20 Florida Administrative Code
3. Chapter 287, Florida Statutes
4. Chapter 119, Florida Statutes
5. Chapter 112, Florida Statutes
6. OMB Circular A-87

Attachment C

RECORD KEEPING

- A. 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.
- B. 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.
- C. 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 is also required. This information shall be developed based on guidelines provided by the Department and shall be submitted to the Department not later than December 31, 1998.
- E. A proposed staffing summary and 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, 1998.
- 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 on the Division's internet site.



Attachment E

PROCUREMENT, SUBCONTRACTS AND SUBGRANTS

- A. All 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 \$123,258 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, Preparedness and Assistance Trust Fund may not be used to match funds received from another program under the Trust Fund.

Included in this Agreement is \$23,984 carried forward from the County's FY 1997-98 Emergency Management, Preparedness and Assistance Base Grant Agreement for expenditure in FY 1998-99. All terms and conditions contained in this Agreement relating to the use of the initial FY 1998-99 allocation of funds are fully applicable to the carried forward funds. Said carried forward funds from FY 1997-98 may not be used in the calculation of eligible funds to be carried forward into FY 1999-2000 as detailed in this Agreement, Attachment F, Section H.

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 identifier 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 Agency at an amount equal to either: (1) the average of the previous three years' level of county general revenue funding of the County Emergency Management Agency; or (2) the level of funding for the County Emergency Management Agency for the last fiscal year, whichever figure is lower. County general revenue funding for 911 services, emergency medical services, law enforcement, criminal justice, public works or other services outside the local emergency management agency as defined by Section 252.38, Florida Statutes, shall not be included in determining the "level of county funding of the County Emergency Management Agency." The County shall certify compliance with this rule chapter and this rule by its 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, 1999, any unspent funds awarded under this Agreement, the County must request such carry forward of funds in writing to the Department by July 31, 1999. This request must include a detailed explanation and justification for the request and may not exceed an amount equal to 25% of the initial amount awarded (\$105,274) under this 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. Funds may not be carried forward for the purpose of paying salaries and benefits of regular or Other Personal Services personnel. Such salaries and benefit funds may be carried forward to cover contractual or other temporary personnel costs for non-recurring projects only.



STATE OF FLORIDA  
**DEPARTMENT OF COMMUNITY AFFAIRS**

*"Helping Floridians create safe, vibrant, sustainable communities"*

JEB BUSH  
Governor

STEVEN M. SEIBERT  
Secretary

February 18, 1999

*NOTED for  
Recent Purposes  
2/22/99  
JMS*

Mike Greene, Fire Chief  
Nassau County Emergency Management  
11 North 14<sup>th</sup> Street, Box 12  
Fernandina Beach, FL 32034

CERTIFIED MAIL  
RETURN RECEIPT REQUESTED

RE: **Award Letter**  
Agreement #99CP-05-04-55-01-045

Dear Chief Greene:

Rule 9G-19.006(4), Florida Administrative Code provides for the reallocation of any unspent Base Grant funds from fiscal year 1997-98 to eligible county emergency management agencies. Based on provisions detailed in the rule, your county has been determined eligible for these additional funds; therefore, this award letter increases your county's total amount of funding under this Agreement to **\$125,686**. All other terms and conditions of the Agreement shall remain in full force and effect. **Please make this a part of your agreement file.**

In accordance with Section IV. Modification of Contract, should the County not wish to accept the additional funds, then the County must provide notice to the Department within thirty (30) days of receipt of this Award Letter. Otherwise, the County shall provide to the Department its written notice of acceptance within forty-five (45) days of receipt of the Award Letter. The terms of this Agreement shall be considered to have been modified to include the additional funds upon receipt of the written notice of acceptance.

**2555 SHUMARD OAK BOULEVARD • TALLAHASSEE, FLORIDA 32399-2100**  
Phone: (850) 488-8466/Suncom 278-8466 FAX: (850) 921-0781/Suncom 291-0781  
Internet address: <http://www.state.fl.us/comaff/>

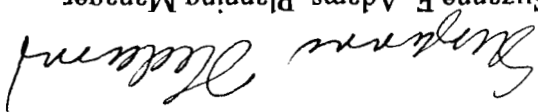
FLORIDA KEYS  
Area of Critical State Concern Field Office  
2796 Overseas Highway, Suite 212  
Marathon, Florida 33050-2227

GREEN SWAMP  
Area of Critical State Concern Field Office  
205 East Main Street, Suite 104  
Bartow, Florida 33830-4641

Chief Mike Greene  
Page Two  
February 18, 1999

Should you have any questions, please call me or the Community Assistance  
Consultant assigned to your county.

Sincerely,

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

SFA/dg

Enclosure

DIVISION OF EMERGENCY MANAGEMENT  
 CALCULATIONS FOR MODIFICATION #1 TO FY 98-99 BASE GRANT AGREEMENTS FOR  
 REALLOCATION OF UNSPENT FY 97-98 EMPA BASE GRANT BALANCES AND  
 APPROVED FY 97-98 CARRY FORWARD AMOUNTS

COUNTIES	(A) Eligibility	(B) County Population	Actual % of State Population	Adjusted Pop. % for Redist. Calculations	Redistribution		Total Redistribution Amount	Regstd/Approvd from FY 97-98 Carry Forward**	Total for this Modification	Initial '98-99 Contract Amount	Amended '98-99 Contract Amount
					Population	Mutual Aid *					
Alachua	0	0.0	0.000%	0.000%	\$0	\$0	\$0		\$0	\$99,274	\$101,140
Baker	1	21.1	0.141%	0.201%	\$355	\$1,511	\$1,866		\$1,866	\$99,274	\$101,140
Bay	0	0.0	0.000%	0.000%	\$0	\$0	\$0		\$0	\$0	\$0
Bradford	1	25.3	0.169%	0.241%	\$426	\$1,511	\$1,937		\$1,937	\$104,274	\$106,211
Brevard	1	465.8	3.105%	4.430%	\$7,835	\$1,511	\$9,346		\$9,346	\$99,274	\$108,620
Broward	1	1,460.8	9.738%	13.893%	\$24,571	\$1,511	\$26,082		\$26,082	\$124,758	\$150,840
Calhoun	1	13.5	0.090%	0.128%	\$227	\$1,511	\$1,738		\$1,738	\$118,824	\$120,562
Charlotte	0	0.0	0.000%	0.000%	\$0	\$0	\$0		\$0	\$0	\$0
Citrus	1	112.4	0.749%	1.069%	\$1,891	\$1,511	\$3,402		\$3,402	\$99,274	\$102,676
Clay	0	0.0	0.000%	0.000%	\$0	\$0	\$0		\$0	\$0	\$0
Collier	0	0.0	0.000%	0.000%	\$0	\$0	\$0		\$0	\$0	\$0
Columbia	1	55.3	0.369%	0.526%	\$930	\$1,511	\$2,441		\$2,441	\$103,574	\$106,015
Dade	1	2,090.3	13.935%	19.880%	\$35,160	\$1,511	\$36,671		\$36,671	\$99,274	\$135,945
DeSoto	0	0.0	0.000%	0.000%	\$0	\$0	\$0		\$0	\$0	\$0
Dixie	1	13.1	0.087%	0.125%	\$220	\$1,511	\$1,731		\$1,731	\$99,274	\$101,005
Duval	1	753.8	5.025%	7.169%	\$12,679	\$1,511	\$14,190		\$14,190	\$102,274	\$116,464
Escambia	1	296.1	1.974%	2.816%	\$4,981	\$1,511	\$6,492		\$6,492	\$119,274	\$125,766
Flagler	0	0.0	0.000%	0.000%	\$0	\$0	\$0		\$0	\$0	\$0
Franklin	0	0.0	0.000%	0.000%	\$0	\$0	\$0		\$0	\$0	\$0
Gadsden	1	50.8	0.339%	0.483%	\$654	\$1,511	\$2,365		\$2,365	\$99,274	\$101,639
Gilchrist	1	13.1	0.087%	0.125%	\$220	\$1,511	\$1,731		\$1,731	\$99,274	\$101,005
Glades	0	0.0	0.000%	0.000%	\$0	\$0	\$0		\$0	\$0	\$0
Gulf	1	14.2	0.095%	0.135%	\$239	\$1,511	\$1,750		\$1,750	\$99,274	\$101,024
Hamilton	1	14.1	0.094%	0.134%	\$237	\$1,511	\$1,748		\$1,748	\$99,274	\$101,022
Hardee	1	22.8	0.152%	0.217%	\$384	\$1,511	\$1,895		\$1,895	\$99,274	\$101,169
Hendry	1	30.3	0.202%	0.288%	\$510	\$1,511	\$2,021		\$2,021	\$99,274	\$101,295
Herrando	0	0.0	0.000%	0.000%	\$0	\$0	\$0		\$0	\$0	\$0
Highlands	1	80.4	0.536%	0.765%	\$1,352	\$1,511	\$2,863	\$14,498	\$17,361	\$99,274	\$116,635
Hillsborough	1	942.3	6.282%	8.962%	\$15,850	\$1,511	\$17,361		\$17,361	\$99,274	\$116,635
Holmes	1	17.9	0.119%	0.170%	\$301	\$1,511	\$1,812		\$1,812	\$99,274	\$101,086
Indian River	1	106.6	0.711%	1.014%	\$1,793	\$1,511	\$3,304		\$3,304	\$120,274	\$123,578
Jackson	1	49.6	0.331%	0.472%	\$334	\$1,511	\$2,345		\$2,345	\$99,274	\$101,619
Jefferson	0	0.0	0.000%	0.000%	\$0	\$0	\$0		\$0	\$0	\$0
Lafayette	1	6.9	0.046%	0.066%	\$116	\$1,511	\$1,627		\$1,627	\$99,274	\$100,901
Lake	0	0.0	0.000%	0.000%	\$0	\$0	\$0		\$0	\$0	\$0
Lee	0	0.0	0.000%	0.000%	\$0	\$0	\$0		\$0	\$0	\$0
Leon	0	0.0	0.000%	0.000%	\$0	\$0	\$0		\$0	\$0	\$0
Levy	1	32.4	0.216%	0.308%	\$545	\$1,511	\$2,056		\$2,056	\$99,274	\$101,330

DIVISION OF EMERGENCY MANAGEMENT  
 CALCULATIONS FOR MODIFICATION #1 TO FY 98-99 BASE GRANT AGREEMENTS FOR  
 REALLOCATION OF UNSPENT FY 97-98 EMPA BASE GRANT BALANCES AND  
 APPROVED FY 97-98 CARRY FORWARD AMOUNTS

COUNTIES	(A) Eligibility	(B) County Population	Actual % of State Population	Adjusted Pop. % for Redist. Calculations	Redistribution		Total Redistribution Amount	Reqstd/Approvd from FY 97-98 Carry Forward**	Total for this Modification	Initial '98-99 Contract Amount	Amended '98-99 Contract Amount
					Population	Mutual Aid *					
Liberty	1	7.7	0.051%	0.073%	\$130	\$1,511	\$1,641		\$1,641	\$124,758	\$126,399
Madison	0	0.0	0.000%	0.000%	\$0	\$0	\$0		\$0	\$0	\$0
Manatee	0	0.0	0.000%	0.000%	\$0	\$0	\$0		\$0	\$0	\$0
Marion	1	242.3	1.615%	2.304%	\$4,076	\$1,511	\$5,587		\$5,587	\$99,274	\$104,861
Martin	0	0.0	0.000%	0.000%	\$0	\$0	\$0		\$0	\$0	\$0
Monroe	1	85.6	0.571%	0.814%	\$1,440	\$1,511	\$2,951		\$2,951	\$99,274	\$102,225
Nassau	1	54.5	0.363%	0.518%	\$917	\$1,511	\$2,428		\$2,428	\$123,258	\$125,686
Okealoosa	0	0.0	0.000%	0.000%	\$0	\$0	\$0		\$0	\$0	\$0
Okeechobee	1	35.0	0.233%	0.333%	\$589	\$1,511	\$2,100		\$2,100	\$99,274	\$101,374
Orange	1	824.0	5.493%	7.837%	\$13,860	\$1,511	\$15,371		\$15,371	\$99,274	\$114,645
Osceola	0	0.0	0.000%	0.000%	\$0	\$0	\$0		\$0	\$0	\$0
Palm Beach	1	1,020.5	6.803%	9.705%	\$17,165	\$1,511	\$18,676		\$18,676	\$99,274	\$117,950
Pasco	0	0.0	0.000%	0.000%	\$0	\$0	\$0		\$0	\$0	\$0
Pinellas	1	892.1	5.947%	8.484%	\$15,006	\$1,511	\$16,517		\$16,517	\$119,274	\$135,791
Polk	0	0.0	0.000%	0.000%	\$0	\$0	\$0		\$0	\$0	\$0
Putnam	0	0.0	0.000%	0.000%	\$0	\$0	\$0		\$0	\$0	\$0
St. Johns	0	0.0	0.000%	0.000%	\$0	\$0	\$0		\$0	\$0	\$0
St. Lucie	0	0.0	0.000%	0.000%	\$0	\$0	\$0		\$0	\$0	\$0
Santa Rosa	1	107.8	0.719%	1.025%	\$1,813	\$1,511	\$3,324		\$3,324	\$99,274	\$102,598
Sarasota	0	0.0	0.000%	0.000%	\$0	\$0	\$0		\$0	\$0	\$0
Seminole	0	0.0	0.000%	0.000%	\$0	\$0	\$0	\$25,484	\$25,484	\$99,274	\$124,758
Sumter	1	47.9	0.319%	0.456%	\$806	\$1,511	\$2,317		\$2,317	\$99,274	\$101,591
Suwannee	1	33.7	0.225%	0.320%	\$567	\$1,511	\$2,078	\$5,778	\$7,856	\$99,274	\$107,130
Taylor	0	0.0	0.000%	0.000%	\$0	\$0	\$0		\$0	\$0	\$0
Union	1	13.4	0.089%	0.127%	\$225	\$1,511	\$1,736		\$1,736	\$99,274	\$101,010
Volusia	1	420.4	2.803%	3.998%	\$7,071	\$1,511	\$8,582		\$8,582	\$111,774	\$120,356
Wakulla	1	19.8	0.132%	0.188%	\$333	\$1,511	\$1,844		\$1,844	\$124,758	\$126,602
Walton	0	0.0	0.000%	0.000%	\$0	\$0	\$0		\$0	\$0	\$0
Washington	1	21.3	0.142%	0.203%	\$357	\$1,511	\$1,868		\$1,868	\$123,258	\$125,126
<b>TOTAL</b>	<b>39</b>	<b>10,514.9</b>	<b>70.097%</b>	<b>100.001%</b>	<b>\$176,865</b>	<b>\$58,929</b>	<b>\$235,794</b>	<b>\$45,760</b>	<b>\$281,554</b>	<b>\$4,200,730</b>	<b>\$4,482,284</b>

(A) Counties designated "1" are eligible for redistributed funds pursuant to ss. 9G-19.006(4), FAC.

(B) Total State Population - 15,000,475. Source: 1998 Estimates of Population, Bureau of Economic and Business Research, University of Florida, in thousands rounded to hundreds.

\* Mutual Aid portion has been rounded so that DCA does not exceed amount available; all redistributed amounts have been rounded to the nearest dollar.

\*\* 18 other counties also had approved carry forward amounts; their original contract included these amounts.

Agenda Request For: April <sup>24<sup>th</sup></sup>~~10~~, 2000 Meeting

Department: Emergency Management

Fund:

Action requested and recommendation: Approve and sign the State and Local Assistance Agreement.

Funding Source:

Financial/Economic Impact to Future Years Budgeting Process or Effect on Citizens:

The funds can be used for reimbursement for items such as salaries & benefits, other personal expenses, expenses, operating capital outlay and fixed capital outlay.

Reviewed by:

Legal  4/19/00

Finance

Coordinator

Fixed  
47900





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

Nick Deonas  
David C. Howard  
Pete Cooper  
Floyd L. Vanzant  
Marianne Marshall

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

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

MICHAEL S. MULLIN  
County Attorney

WALTER D. GOSSETT  
County Coordinator

## MEMORANDUM

**TO:** Mike Mullin, County Attorney  
J. M. Oxley, Jr., Clerk of Courts

**FROM:** Walt Gossett, County Coordinator

**SUBJECT:** Agenda Item Request

**DATE:** April 4, 2000

\*\*\*\*\*

I am in receipt of the attached request to place this item on the Board of County Commissioners April 24, 2000 agenda. Please review it for the legal/financial aspects, make comments (if necessary), initial and return to my office. Thank you.

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

*An Affirmative Action / Equal Opportunity Employer*

Agenda Request For: April <sup>24<sup>th</sup></sup> 10, 2000 Meeting

Department: Emergency Management

Fund:

Action requested and recommendation: Approve and sign the State and Local Assistance Agreement.

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The funds can be used for reimbursement for items such as salaries & benefits, other personal expenses, expenses, operating capital outlay and fixed capital outlay.

Reviewed by:

Legal

Finance

Coordinator

