



STATE OF FLORIDA
DEPARTMENT OF COMMUNITY AFFAIRS

"Dedicated to making Florida a better place to call home"

JEB BUSH
Governor

STEVEN M. SEIBERT
Secretary

April 24, 2000

MEMORANDUM

TO: County Emergency Management Director

FROM: Edgar W. Gonesh, Planning Manager *EWG*
Emergency Management Preparedness and Assistance Grants Program
State and Local Assistance Grants Program

SUBJECT: 1999-00 Emergency Management Preparedness and Assistance Program
Base Grant Agreement

Enclosed is a fully executed copy of the 1999-00 Emergency Management Preparedness and Assistance Program Base Grant Agreement between your county and the Department of Community Affairs.

Financial Reports/Reimbursement Requests

When submitting the required quarterly reports to this Division, be certain to **remit two signed copies** of the reimbursement form and use the enclosed Financial Report/Reimbursement Request forms dated September 1998. Claims not submitted on the proper form cannot be processed and **will be returned to the County for correction**. Deadlines for submitting these reports are listed in Attachment D of your Agreement. A copy of the report form is included in this package for your use. **You are not required to submit the Detail of Claim forms for the State and Local Assistance Grant.**

Program Progress Reports

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

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.dca.state.fl.us>

Memorandum

April 24, 2000

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Historical Summary of Expenditures

In order to ensure compliance with Attachment D, paragraph D of this Agreement and with Rule 9G-19.011, Florida Administrative Code, historical expenditure summary information relating to your county's Emergency Management Program is required. You need to provide only the FY 1998-99 (October 1998 - September 1999) information. This information is due no later than December 31, 1999. The necessary form is included in this package for your use.

1999-00 Emergency Management Preparedness and Assistance Award Budget and Staffing Detail

Attachment D, paragraph E of this Agreement requires a budget summary describing the planned expenditure of funds provided under this Agreement and is due not later than December 31, 1999. A Staffing Detail form for all Staff in the Emergency Management Office for the current fiscal year is also required. Forms for these items are also provided in this package for your use.

Scope of Work Requirements

Attachment A, Scope of Work, lists items required under this Agreement. An after-action report must be submitted within forty-five (45) days following full or partial County Emergency Operation Center (EOC) activation when activated at a level equivalent to a State EOC level three (3) or above during the period of this Agreement. Also, within 60 days of execution of this Agreement, you must provide copies of any new or updated 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, Florida Statutes.

Advances

If you have requested an advance of funds under Section B, Attachment F of this Agreement, but have not provided us with a written letter of justification explaining the need for and the anticipated use of the advanced funds, please do as soon as possible. Absence of this information will result in a delay in the release of advanced funds to you. If you received an advance of funds from your FY 1998-99 Agreement and have not remitted any interest earned during the Fiscal Year, please do so prior to the due date of December 29, 1999.

Please provide us with a copy of the current Position Description detailing the duties and responsibilities of all positions to be paid from these grant funds, including the full-time Emergency Management Director as defined in Section 9G-19.002(6), Florida Administrative Code.

Memorandum

April 24, 2000

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Please make certain that prior written approval is obtained from the Division of Emergency Management for any motor vehicle purchased with funds provided under this Agreement as required in Section XIX. Vehicles.

Your County may subcontract for services with these funds; however, it is imperative that the language contained in Section XI.A. and Section XI.B. Subcontracts and Procurement be included in the subcontract. Also, please note the requirements listed in Attachment E of this Agreement relating to subcontracts.

All referenced report forms are available for downloading from our web page located at www.dca.state.fl.us/cps/grants.htm.

We look forward to working with you again this year. If you have any questions regarding this program, please contact the Community Assistance Consultant assigned to your county or me at (850) 413-9894.

EWG/dgs

Enclosures

cc: Skip Dugger
Area Coordinator

DEPARTMENT OF COMMUNITY AFFAIRS
DIVISION OF EMERGENCY MANAGEMENT
EMERGENCY MANAGEMENT PREPAREDNESS AND ASSISTANCE BASE GRANT PROGRAM
AND STATE AND LOCAL ASSISTANCE GRANT PROGRAM

INSTRUCTIONS AND FORMS FOR SUBMITTING
FINANCIAL REPORTS/REIMBURSEMENT REQUESTS

These instructions pertain specifically to claims for reimbursement of costs incurred in the Emergency Management Preparedness and Assistance Base Grant Program and the State and Local Assistance Grant Program.

PROCEDURES FOR FILING CLAIMS FOR REIMBURSEMENT

A. Where to file:

Claims are to be submitted to the Division of Emergency Management (DEM), addressed as follows:

DEPARTMENT OF COMMUNITY AFFAIRS
DIVISION OF EMERGENCY MANAGEMENT
BUREAU OF COMPLIANCE PLANNING AND SUPPORT
FINANCE AND LOGISTICS MANAGEMENT SECTION
2555 SHUMARD OAK BOULEVARD
TALLAHASSEE, FLORIDA 32399-2100

B. Time for filing reimbursement claims:

In accordance with the provisions of the Agreements, and to assure prompt processing, reimbursement claims should be filed so as to be received by the DEM no later than 30 days after the end of each quarter. Two signed copies of the reimbursement request are required.

C. Documentation of grant expenditures:

1. Grantees must maintain documentation of expenditures for a minimum period of three years following the close of project/program operations unless audits require a longer period of time.
2. Grantees should maintain a financial file with copies of back-up documentation for all paid project/program expenditures made by the grantee during the grant period. Documentation of expenditures against the programs will be reviewed and verified during on-site monitoring visits or when necessary by the DEM staff. Acceptable documentation includes copies of purchase orders and paid vouchers, paid invoices or cancelled checks, payroll vouchers, journal transfers, etc. Backup documentation of expenditures should not be sent to the DEM.
3. In order to document hours worked on the program by permanent or temporary staff, the grantee may use its own time and attendance forms.
4. All claims for reimbursement of expenditures must be submitted on the approved DCA financial reporting forms. You are not required to submit the Detail of Claims forms for the State and Local Assistance Grant. Claims not submitted on the proper form for the Emergency Management Preparedness and Assistance Base Grant cannot be processed and will be returned for corrections. Submit only those forms for budget categories (e.g. Expenses, Salaries and Benefits, etc.) in which you have incurred expenditures. Do not send blank forms. If a grantee does not have any expenditures during a given quarter, the grantee must submit only the first page stating, "No Expenditures in this Quarter".
5. Report only those expenditures claimed against your Base Grant and State and Local Assistance Grant awards. Do not include other costs incurred by your emergency management program.

STATE OF FLORIDA
DEPARTMENT OF COMMUNITY AFFAIRS
DIVISION OF EMERGENCY MANAGEMENT
EMERGENCY MANAGEMENT PREPAREDNESS AND ASSISTANCE BASE GRANT AND STATE AND LOCAL ASSISTANCE GRANT

FINANCIAL REPORT/REIMBURSEMENT REQUEST

County _____ Date of Claim _____
 Address _____
 Telephone Number _____ E-mail _____
 EMPA Base Agreement No. _____ SLA Agreement No. _____

	Period of: ____/____/____ through ____/____/____	Period of: ____/____/____ through ____/____/____		
	CURRENT CLAIM Base Grant	CUMULATIVE CLAIMS Base Grant	CURRENT CLAIM SLA Grant	CUMULATIVE CLAIMS SLA Grant
1. SALARY AND BENEFITS	\$ _____	\$ _____	\$ _____	\$ _____
2. OTHER PERS./CONTRACT SRVS. (OPS)	\$ _____	\$ _____	\$ _____	\$ _____
3. EXPENSES	\$ _____	\$ _____	\$ _____	\$ _____
4. OPER. CAP. OUTLAY (OCO)	\$ _____	\$ _____	\$ _____	\$ _____
5. FIXED CAP. OUTLAY (FCO)	\$ _____	\$ _____	\$ _____	\$ _____
6. TOTAL FOR THIS PERIOD	\$ _____	\$ _____	\$ _____	\$ _____

TOTAL BASE AMOUNT TO
BE PAID ON THIS INVOICE
\$ _____
(To be completed by DEM)

TOTAL SLA AMOUNT TO
BE PAID ON THIS INVOICE
\$ _____
(To be completed by DEM)

NOTE: FINANCIAL REPORTS MUST BE SUBMITTED ON A QUARTERLY BASIS EVEN IF YOU ARE NOT CLAIMING ANY EXPENDITURES. (SEE INSTRUCTIONS ON PREVIOUS PAGE.) FOR DEFINITION OF EXPENDITURE CATEGORIES #1-5, SEE ATTACHMENT A OF THIS PACKAGE.

THE DETAIL OF CLAIMS FORMS NEED NOT BE SUBMITTED FOR THE SLA GRANT; HOWEVER, ALL ACQUISITIONS CLAIMED UNDER THE SLA GRANT THAT EXCEED \$5,000 (EACH ITEM) MUST HAVE RECEIVED PRIOR WRITTEN APPROVAL FROM THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT (DEM) DIRECTORS'S OFFICE.

I hereby certify that the above represents true and valid costs incurred in accordance with the grant agreement(s).

Signed _____
 Grantee Contract Manager or Financial Officer
 Title _____
 Date _____

THE SECTION BELOW IS TO BE COMPLETED BY DEM WITH EACH QUARTERLY PAYMENT			
Total Base Contract Amount	\$	Total SLA Contract Amount	\$
Total Expenditures YTD	\$	Total Expenditures YTD	\$
Unexpended Funds	\$	Unexpended Funds	\$

EMERGENCY MANAGEMENT PREPAREDNESS AND ASSISTANCE PROGRAM
 DETAIL OF CLAIMS
SALARIES AND BENEFITS COSTS

SALARY DEFINITION: The cash compensation for services rendered by a regular employee in an established position for a specific period of time.

County _____ Costs Incurred During the Period of: ____ / ____ / ____ to ____ / ____ / ____ Claim Number _____

Name of Employee	Job Title	% of Time Charged to this Grant	Salary \$ Charged to this Grant	Fringe Benefits \$ Charged to This Grant
Totals				
Total Salaries and Benefits Charged to this Grant				

EMERGENCY MANAGEMENT PREPAREDNESS AND ASSISTANCE PROGRAM
 DETAIL OF CLAIMS
OTHER PERSONAL/CONTRACTUAL SERVICES (OPS)

OTHER PERSONAL SERVICES DEFINITION: The compensation for services by a person who is not a regular or full-time employee filling an established position. This shall include but not be limited to, temporary employees, student or graduate assistants, fellowships, part time academic employment, board members, consultants, and other services specifically budgeted by each agency in this category. **NOTE: A copy of any subcontract entered into must be submitted to the Department within 30 days after its effective date in accordance with Attachment E of the Agreement.**

County _____ Costs Incurred During the Period of: ____/____/____ to ____/____/____ Claim Number _____

Vendor	Briefly Describe Services Provided for EM	Date Paid	Check Number	Amount
Total OPS Costs Charged to this Grant				

**EMERGENCY MANAGEMENT PREPAREDNESS AND ASSISTANCE PROGRAM
 DETAIL OF CLAIMS
 EXPENSES**

EXPENSES DEFINITION: The usual, ordinary, and incidental expenditures by an agency, including, but not limited to, commodities and supplies of a consumable nature, current obligations, and fixed charges, and excluding expenditures classified as operating capital outlay. Payments to other funds or local, state, or federal agencies are included in this budget classification of expenditures.

County _____ Costs Incurred During the Period of: ____/____/____ to ____/____/____ Claim Number _____

Vendor	Briefly Describe Item and its EM Purpose	Date Paid	Check Number	Amount
Total Expenses Costs Charged to this Grant				

EMERGENCY MANAGEMENT PREPAREDNESS AND ASSISTANCE PROGRAM
 DETAIL OF CLAIMS
OPERATING CAPITAL OUTLAY (OCO)

OPERATING CAPITAL OUTLAY DEFINITION: Equipment, fixtures and other tangible personal property of a nonconsumable nature and has a normal expected life of one year or more.

County _____ Costs Incurred During the Period of: ____/____/____ to ____/____/____ Claim Number _____

Vendor	Describe Item and its EM Purpose	Date Paid	Check Number	Amount

Total OCO Costs Charged to this Grant

--

EMERGENCY MANAGEMENT PREPAREDNESS AND ASSISTANCE PROGRAM
 DETAIL OF CLAIMS
FIXED CAPITAL OUTLAY (FCO)

FIXED CAPITAL OUTLAY DEFINITION: Real property (land, buildings including appurtenances, fixtures and fixed equipment, structures, etc.), including additions, replacements, major repairs, and renovations to real property which materially extend its useful life or materially improve or change its functional use, and including operating capital outlay necessary to furnish and operate a new or improved facility.

County _____ Costs Incurred During the Period of: ____/____/____ to ____/____/____ Claim Number _____

Vendor	Describe Facility and EM Purpose	Date Paid	Check Number	Amount
Total FCO Costs Charged to this Grant				

ATTACHMENT A

DEPARTMENT OF COMMUNITY AFFAIRS DIVISION OF EMERGENCY MANAGEMENT EMERGENCY MANAGEMENT PREPAREDNESS AND ASSISTANCE BASE GRANT PROGRAM AND STATE AND LOCAL ASSISTANCE GRANT PROGRAM

EXPENDITURE CATEGORY DEFINITIONS

1. **SALARY AND BENEFITS:**

The cash compensation for services rendered by a regular employee in an established position for a specific period of time.

2. **OTHER PERSONAL/CONTRACTUAL SERVICES (OPS):**

The compensation for services by a person who is not a regular or full-time employee filling an established position. This shall include but not be limited to, temporary employees, student or graduate assistants, fellowships, part time academic employment, board members, consultants, and other services specifically budgeted by each agency in this category.

3. **EXPENSES:**

The usual, ordinary, and incidental expenditures by an agency, including, but not limited to, commodities and supplies of a consumable nature, current obligations, and fixed charges, and excluding expenditures classified as operating capital outlay. Payments to other funds or local, state, or federal agencies are included in this budget classification of expenditures.

4. **OPERATING CAPITAL OUTLAY:**

Equipment, fixtures and other tangible personal property of a nonconsumable nature and has a normal expected life of one year or more.

5. **FIXED CAPITAL OUTLAY:**

Real property (land, buildings including appurtenances, fixtures and fixed equipment, structures, etc.), including additions, replacements, major repairs, and renovations to real property which materially extend its useful life or materially improve or change its functional use, and including operating capital outlay necessary to furnish and operate a new or improved facility.

**STATE OF FLORIDA
DEPARTMENT OF COMMUNITY AFFAIRS
DIVISION OF EMERGENCY MANAGEMENT
EMERGENCY MANAGEMENT PREPAREDNESS AND ASSISTANCE GRANT PROGRAM**

**INSTRUCTIONS AND FORMS FOR SUBMITTING
1999-00 BUDGET REPORTING SUMMARY
AND
STAFFING DETAIL FORM**

These instructions pertain specifically to the Budget Reporting Summary and Staffing Detail Form for the Emergency Management Preparedness and Assistance Base Grant Program.

PROCEDURES FOR BUDGET REPORTING SUMMARY AND STAFFING DETAIL FORMS

A. Where to submit Reports:

Reports are to be submitted to the Division of Emergency Management (DEM), addressed as follows:

DEPARTMENT OF COMMUNITY AFFAIRS
DIVISION OF EMERGENCY MANAGEMENT
BUREAU OF COMPLIANCE PLANNING AND SUPPORT
FINANCE AND LOGISTICS MANAGEMENT SECTION
2555 SHUMARD OAK BOULEVARD
TALLAHASSEE, FLORIDA 32399-2100

B. Time for submitting Reports:

In accordance with Attachment D of the Agreement, reports are due not later than December 31, 1999.

C. Information needed on Reports:

The Budget Reporting Summary information is required for the 1999-00 Fiscal Year. The information requested is not expenditure item specific like your quarterly reimbursement request. **You must link your planned expenditures to the performance of specific contract items (goals/objectives/tasks) in Attachment A-1, Scope of Work.** Following the attached example, these are items such as: the OPS contracts for shelter surveys and for exercise and training activities; the in-house costs devoted to exercise and training; costs which will be charged to the grant relating to any EM-related equipment, facilities, or structures (such as a communications tower and EOC hardware); travel should be directly related to the accomplishment of the approved goals in your plan and can be so identified/linked; big ticket items such as the expansion and renovation of your EOC should definitely be tied in with specific goals.

The Staffing Detail Form is for Fiscal Year 1999-00 and will be reviewed along with the Budget Reporting Summary.

BUDGET FORMAT EXAMPLE

Grapefruit County
1999-00
Estimated Annual Expenditures by Category
Budget - EMPA Base Grant Award

Expenditure Category/Purpose	Estimated Charge To EMPA Grant	5-Year Strategic Plan Reference Goal/Strategy/Task #'s (8)
Salaries & Benefits (1)	\$ 29,748	Administrative and Goals 2 & 3
Other Personal Services (2)		
Consultant Contract to Conduct Shelter Survey	6,300	Goal 1, Strategy 1, Tasks 1-6
Consultant Contract to Design & Conduct Exercise & Training	5,500	Goal 2, Strategy 1 & 2, Tasks 1-4
Expenses (3)		
In-house Training/Exercise Costs	2,000	Goal 2, strategy 2
Computer Software for EOC Messaging System	5,000	Goal 4, strategy 1, Tasks 1 - 3
Office Operations (4)	8,954	Administrative
Vehicle Maintenance	1,000	Administrative
Travel (5)	2,000	Goal 1
Printing - Hurricane Survival Guides	500	Goal 4, Strategy 1, Tasks 1-3
Satellite Phone System	7,000	Goal 4, Strategy 1
Other (List)	1,000	(List)
Operating Capital Outlay (6)		
EM Portion of Communication Tower Costs	3,000	Goal 5, Strategy 1, Task 3
Computers/Printers - Hardware (EOC)	3,200	Goal 4, Strategy 3, Task 1
Furniture	800	Administrative
Generators	3,000	Goal 4, Strategy 1, Tasks 1 - 3
Fixed Capital Outlay (7)		
Expansion & Renovation of EOC	21,000	Goal 4, Strategy 2, Tasks 1-4
Relocating Special Needs Shelter	5,000	Goal 4, Strategy 2, Task 3
	3	
Contingencies	2,000	N/A
Total Award	\$104,000	

County
1999-00
Estimated Annual Expenditures by Category
Budget - EMPA Base Grant Award

Expenditure Category/Purpose	Estimated Charge To EMPA Grant	5-Year Strategic Plan Reference Goal/Strategy/Task #s
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
Total Award	[REDACTED]	[REDACTED]

INSTRUCTION NOTES: See next page for further explanation

INSTRUCTION NOTES: See next page for further explanation

THIS SAMPLE BUDGET SHOULD SERVE ONLY AS AN EXAMPLE.
USE INFORMATION THAT RELATES TO YOUR COUNTY.

- (1) Includes the compensation for services that are directly related to the emergency management program by persons who are regular employees in established positions. Calculation should include any known overtime cost requirements and all related matching benefits such as social security, retirement and insurance contributions, etc.
- (2) Includes the compensation for services that are directly related to the program by an outside company or a person who is not a regular or full-time employee filling an established position. This shall include but not be limited to, temporary employees, student or graduate assistants, fellowships, part time academic employment, board members, consultants, and other services.
- (3) Includes the usual, ordinary, and incidental expenditures by an agency, including, but not limited to, commodities and supplies of a consumable nature, and excluding expenditures classified as operating capital outlay.
- (4) Office operations includes the typical costs required to carry out the functions of the office and are not directly related to specific emergency management programs or activities. These are cost items such as office supplies, recurring telephone, data processing and utility costs; rent, office equipment repair, operation and maintenance; insurance; postage/freight; etc.
- (5) Includes transportation, lodging, per diem, etc.
- (6) Includes equipment, fixtures and other tangible personal property of a nonconsumable and nonexpendable nature and has a normal expected life of one year or more.
- (7) Includes real property (land, building including appurtenances, fixtures and fixed equipment, structures, etc.), including additions, replacements, major repairs, and renovations to real property which materially extend its useful life or materially improve or change its functional use, and including operating capital outlay necessary to furnish and operate a new or improved facility.
- (8) Link the anticipated expenditures to the performance of specific items detailed in your 5-year Strategic Plan. Specify the lowest level [i.e., goal(s), strategies, task(s)] which you can identify. If the line item is so general that it is considered to be an administrative function rather than one able to be linked to a specific performance goal, indicate "administrative".

STAFFING DETAIL EXAMPLE

LEMON COUNTY

**COUNTY EMERGENCY MANAGEMENT AGENCY
ANTICIPATED SALARIES & BENEFITS
STAFFING DETAIL
FY 1999-00**

Position Title [1]	Approx. # of Hrs./Week Devoted to E M Activities [2]	Annual Total Salaries & Benefits \$ by Position [3]	LOCAL		STATE/FEDERAL			
			% County General Fund (Local) [4]	% Other Local Funds [5]	% EMPA Base Grant (State) [6]	% Hazardous Materials Planning Grant (State) [7]	% SLA* Grant (Federal via State) [8]	% Other State or Federal Funds [9]
1. Emergency Management Director	13	68,535	67%		33%			
2. Emergency Management Coordinator	40	38,550	25%		50%		25%	
3. Training Specialist	20	32,608	50%		25%		25%	
4. Administrative Secretary	40	25,911			50%		50%	
5. Staff Assistant	20	28,002	50%		50%			

DIRECTIONS:

1. In column 1, list titles of ALL Emergency Management Agency staff, regardless of funding.
2. Complete column 2 for each position. Note: entries are hours, not percentages.
3. In column [3] list total anticipated annual amount of Salaries and Benefits to be paid for each position. NOTE - this is NOT the same as the employee's actual salary.
4. In columns [4-10], detail the funding distribution percentages of the Salaries and Benefits costs shown in column [3].
5. Column 10 is the sum of columns [4] through [9] and must equal 100%.

_____ County

**COUNTY EMERGENCY MANAGEMENT AGENCY
ANTICIPATED SALARIES & BENEFITS
STAFFING DETAIL
FY 1999-00**

Position Title [1]	Approx. # of Hrs./Week Devoted to E M Activities [2]	Annual Total Salaries & Benefits \$ by Position [3]	LOCAL		STATE/FEDERAL					
			% County General Fund (Local) [4]	% Other Local Funds [5]	% EMPA Base Grant (State) [6]	% Hazardous Materials Planning Grant (State) [7]	% SLA* Grant (Federal via State) [8]	% Other State or Federal Funds [9]		

DIRECTIONS:

1. In column 1, list titles of ALL Emergency Management Agency staff, regardless of funding.
2. Complete column 2 for each position. Note: entries are hours, not percentages.
3. In column [3] list total anticipated annual amount of Salaries and Benefits to be paid for each position. NOTE - this is NOT the same as the employee's actual salary.
4. In columns [4-10], detail the funding distribution percentages of the Salaries and Benefits costs shown in column [3].
5. Column 10 is the sum of columns [4] through [9] and must equal 100%.

**STATE OF FLORIDA
DEPARTMENT OF COMMUNITY AFFAIRS
DIVISION OF EMERGENCY MANAGEMENT
EMERGENCY MANAGEMENT PREPAREDNESS AND ASSISTANCE GRANT PROGRAM
Fiscal Year 1999-00**

These instructions pertain specifically to the Historical Expenditure Summary Report for the Emergency Management Preparedness and Assistance Base Grant Program.

PROCEDURES FOR SUBMITTING THE HISTORICAL EXPENDITURE SUMMARY REPORT

A. Where to submit Report:

Report is to be submitted to the Division of Emergency Management (DEM), addressed as follows:

DEPARTMENT OF COMMUNITY AFFAIRS
DIVISION OF EMERGENCY MANAGEMENT
BUREAU OF COMPLIANCE PLANNING AND SUPPORT
FINANCE AND LOGISTICS MANAGEMENT SECTION
2555 SHUMARD OAK BOULEVARD
TALLAHASSEE, FLORIDA 32399-2100

B. Time for submitting Report:

In accordance with Attachment D of the Agreement, the Report is due not later than December 31, 1999.

C. Information needed on Report:

This information represents your county's total actual expenditures by funding source relating to its Emergency Management Agency programs for Fiscal Year 1998-99 (October 1, 1998 - September 30, 1999). This report should be developed in conjunction with your County Finance Office to ensure that you have access to the final official data.

This information focuses only on the County Emergency Management Agency's annual costs; it should not include any disaster-related response or recovery costs, nor any emergency management activities costs incurred by any other departments or offices in your county.

Include any explanatory footnotes or narrative comments you feel relevant, particularly if you experienced any large, atypical/non-recurring expenditures (e.g., construction of an EOC) that would spike your local spending in any given year.

EXAMPLE

09/30/99

Grapefruit County

COUNTY EMERGENCY MANAGEMENT AGENCY EXPENDITURES HISTORICAL SUMMARY BY FUND FISCAL YEAR 1998-99

Expenditure Categories ***	LOCAL			STATE/FEDERAL				TOTAL
	County General Fund (Local) [a]	Other Local Funds [b]		EMPA Base Grant (State) [d]	Hazardous Materials Planning Grant (State) [e]	SLA* Grant (Federal via State) [f]	Other State or Federal Funds [g]	
1. Salaries & Benefits	31,191			26,010		13,288		
2. Other Personal/Contractual Services					10,486			
3. Expenses	10,100			9,414		9,912		
4. Operating Capital Outlay	22,000 **	20,000 **						
5. Fixed Capital Outlay		58,000 **		35,000 **				
Total Expenditures	\$ 63,291	78,000		70,424	10,486	23,200	-0-	
Percentage of Funding	% 25.8%	31.8%		28.6%	4.3%	9.5%		

FOOTNOTES:

* Previously entitled Emergency Management Assistance

** Construction and equipping of EOC; local funds were part of a non-recurring special purpose tax assessment.

*** See attached definitions

_____ County

**COUNTY EMERGENCY MANAGEMENT AGENCY EXPENDITURES
HISTORICAL SUMMARY BY FUND
FISCAL YEAR 1998-99**

Expenditure Categories **	LOCAL		STATE/FEDERAL				TOTAL
	County General Fund (Local) [a]	Other Local Funds [b]	EMPA Base Grant (State) [d]	Hazardous Materials Planning Grant (State) [e]	SLA* Grant (Federal via State) [f]	Other State or Federal Funds [g]	
1. Salaries & Benefits							
2. Other Personal/Contractual Services							
3. Expenses							
4. Operating Capital Outlay							
5. Fixed Capital Outlay							
Total Expenditures	\$						
Percentage of Funding	%						

FOOTNOTES:
 * Previously entitled Emergency Management Assistance
 **See attached definitions

EXPENDITURE CATEGORY DEFINITIONS

THIS SAMPLE REPORT SHOULD SERVE ONLY AS AN EXAMPLE.
USE ACTUAL DATA FROM YOUR COUNTY'S FINANCIAL RECORDS.

- (1) Includes the compensation for services that are directly related to the emergency management program by persons who are regular employees in established positions. Calculation should include any known overtime cost requirements and all salary related matching benefits such as social security, retirement and insurance contributions, etc.**
- (2) Includes the compensation for services that are directly related to the program by an outside company or a person who is not a regular or full-time employee filling an established position. This shall include but not be limited to, temporary employees, student or graduate assistants, fellowships, part time academic employment, board members, consultants, and other services.**
- (3) Includes the usual, ordinary, and incidental expenditures by an agency, including, but not limited to, commodities and supplies of a consumable nature.**
- (4) Includes equipment, fixtures and other tangible personal property of a nonconsumable and nonexpendable nature that have a normal expected life of one year or more.**
- (5) Includes real property (land, building including appurtenances, fixtures and fixed equipment, structures, etc.), including additions, replacements, major repairs, and renovations to real property which materially extend its useful life or materially improve or change its functional use, and including operating capital outlay necessary to furnish and operate a new or improved facility.**

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 9C-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, 1999 and September 30, 2000, 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.

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 new or updated ordinances 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, 1999.
- 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, 1999.
- 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.

Attachment F

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 **\$130,097** subject to the availability of funds from the Department. The amount of funds available pursuant to this rule chapter may be adjusted proportionally when necessary to meet any matching requirements imposed as a condition of receiving federal disaster relief assistance or planning funds. **Funds received from the Emergency Management, Preparedness and Assistance Trust Fund may not be used to supplant existing funds, nor shall funds from one program under the Trust Fund be used to match funds received from another program under the Trust Fund.**

Included in this Agreement is \$26,318 carried forward from the County's FY 1998-99 Emergency Management, Preparedness and Assistance Base Grant Agreement for expenditure in FY 1999-00. All terms and conditions contained in this Agreement relating to the use of the initial FY 1999-00 allocation of funds are fully applicable to the carried forward funds. Said carried forward funds from FY 1998-99 may not be used in the calculation of eligible funds to be carried forward into FY 2000-2001 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, 2000, any unspent funds awarded under this Agreement, the County must request such carry forward of funds in writing to the Department by July 31, 2000. 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 (\$105,806) 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.

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, 1999 and shall end September 30, 2000, 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, 2000 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.

MONITORING

V.

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.

LIABILITY

VI.

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.

NONCOMPLIANCE, REMEDIES, AND TERMINATION

VII.

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 Edgar W. Gonesh, 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 him at the following address:

Department of Community Affairs
 Division of Emergency Management
 2555 Shumard Oak Boulevard
 Tallahassee, Florida 32399-2100
 E-Mail - edgar.gonesh@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:

Chuck Bell

 Nassau Co. Emergency Mgmt. Dept.

 11 North 14th Street, Suite 12

 Fernandina Beach, FL 32034

 Telephone #: () _____

- C. All payments relating to this Agreement shall be mailed to the following address:
Nassau Co. Emergency Management Dept.
11 North 14th Street, Suite 12
Fernandina Beach, FL 32034

- 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, 2001.
- 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 from the allocation provided to County under Rule 9G-19.005(3), Florida Administrative Code. The deduction is \$3,129 for twelve months minus a credit for satellite communications equipment costs deducted in previous years.

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 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:

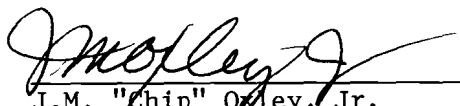
BY: 

Name and title: Nick D. Deonas, Chairman
Nassau County Board of County Commissioners

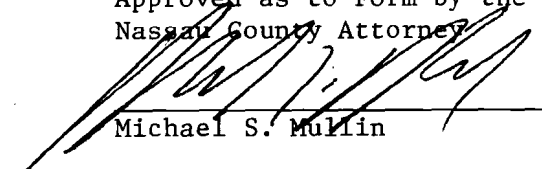
Date: April 10, 2000

Federal Employer I.D. 59-1863042

ATTEST:


J.M. "Chip" O'Leary, Jr.
Ex-Officio Clerk

Approved as to Form by the
Nassau County Attorney


Michael S. Mullin

STATE OF FLORIDA
DEPARTMENT OF COMMUNITY AFFAIRS

BY: 

Name and Title: Joseph F. Myers, Director

Date: 4/20/00

Coordinator

Area 3

Jim Britts

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Reviewed by:

Emergency Management Director

Charles A. Bell

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Submitted by:

Five Year Strategic Plan

1999 - 2004

EMERGENCY MANAGEMENT

NASSAU COUNTY

Attachment #1

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Goal 1. DEVELOP COMMUNICATION CAPABILITIES TO KEEP THE COMMUNITY INFORMED [public, county agencies and municipalities) OF EMERGENCIES.

Task 1.1. Upgrade telephone and computer systems in current EOC and provide lines in the Yulee elementary alternate EOC using competitive grants if available by June 2000.

Task 1.2. Research and implement if feasible, a television cable interrupt system by June 2000.

Task 1.3. Facilitate and coordinate with Florida Division Emergency Management final implementation of FWIN by June 2000.

Task 1.4. Develop and implement a civil emergency message system with the National Weather Service by June 2000.

Task 1.5. Complete an evaluation for developing a Emergency Alert System (EAS) activation capability from the new EOC by September 2001.

Goal 2. DEVELOP, IN COORDINATION WITH THE PUBLIC INFORMATION OFFICER, THE CAPABILITY TO EDUCATE THE COMMUNITY AND PROVIDE EMERGENCY INFORMATION.

Task 2.1. Meet with county Public Information Officer and regional media sources to review procedures, methods and means for notifying public using television and radio by June 2000.

Task 2.2. Participate in presentations, fairs, exhibits, public forums and any other

opportunity to inform the public on a ongoing basis.

- Task 2.3. Conduct periodic meetings with local media sources to maintain open lines of communication at least semi-annually.
- Task 2.4. Develop canned Public Service Announcements to provide broad base of information during disasters by June 2000.
- Task 2.5. Develop the concept of Community Information Center and recruit persons to operate it by April 2000.
- Task 2.6. Train new, full time PIOs from Fire/EMT and Deputies and appoint (2) additional PIO's and provide necessary training for all assigned PIO's by July 2000.
- Task 2.7. Prepare a plan to integrate City of Fernandina Beach PIO Fire and Police into the Emergency Organization if possible by March 2000.
- Task 2.8. Develop a county emergency management home page by June 2000.
- Task 2.9. Develop and distribute brochures, handouts and other educational material to the public by May 2000. Update products annually and coordinate effort with Smurfitt-Stone, Rayonier and the other original participants.
- Task 2.10. Begin making presentations to community groups by December 1999.
- Task 2.11. Work with State Department of Transportation to get flip up signs that show where shelters are located by January 2000.

Goal 3. IMPROVE EMERGENCY PLANNING CAPABILITIES

- Task 3.1. Hire an Emergency Management Coordinator and a Emergency Preparedness Planner by December 30, 1999.
- Task 3.2. Continually update Comprehensive Emergency Management Plan and all associated procedures and checklists in accordance with State Guidelines by September 2000 and annually thereafter.
- Task 3.3. Conduct self assessment by September 2000.
- Task 3.4. Conduct healthcare/ALF facility plan reviews annually.
- Task 3.5. Conduct inspections and maintain records of Hazardous Materials locations. Trade information with the Solid Waste Small Generator database.
- Task 3.6. Complete the CEMP review process with the State by November 1999.
- Task 3.7. Present State approved CEMP to BOCC for adoption by resolution by January 2000.
- Task 3.8. Update the 5-Year Strategic Plan by September 2000.

Goal 4. ENHANCE EMERGENCY MANAGEMENT EDUCATION, TRAINING AND EXERCISES.

- Task 4.1. Monitor training progress annually by September 2000 to ensure all employees who are funded through Emergency Management funding sources complete courses required by the State of Florida within 36 months.
- Task 4.2. Attend and participate in applicable training seminars/workshops and area coordinator meetings as scheduled.

Task 4.3. Establish and maintain a Comprehensive, All Hazards Exercise Program to evaluate all facets of local Emergency Management System by November 2000 and annually.

Task 4.4. Conduct at least one county/municipal level exercise to test and evaluate response and recovery capability by June 2000 and annually.

Task 4.5. Participate in Statewide Hurricane Exercise by May 2000 and annually.

Goal 5. DEVELOP A STANDARDIZED CAPABILITY FOR IMPACT AND DAMAGE ASSESSMENT.

Task 5.1. Identify and assign appropriate team members countywide for impact/damage assessment by January 2000.

Task 5.2. Provide training to staff/team members by April 2000.

Task 5.3. Develop Damage Assessment Standard Operating Procedures by March 2000.

Task 5.4. In coordination with the Building Official, assemble field kits for use by Damage Assessment Team by June 2000.

Goal 6. MAINTAIN AND UPDATE CRITICAL FACILITY DATABASE.

Task 6.1. Identify new Critical Facilities within Nassau County by September 2000 and annually.

Task 6.2. Update Critical Facilities Inventory database and submit report to DEM by September 2000 and annually thereafter.

Goal 7. DEVELOP AND MAINTAIN CAPABILITIES TO MANAGE DEBRIS.

Task 7.1. Assemble Debris Management Review Team to evaluate county debris management requirements based on lessons learned by March 2000.

Tx&k 7.2. Work with Debris Management Review Team to develop an Debris Management Plan and Standard Operating Procedure by September 2000.

Goal 8. INCREASE SHELTERING CAPABILITY IN COUNTY.

Task 8.1. Update current shelter list by June 2000 and annually.

Task 8.2. Meet with American Red Cross, School Board and other organizations to identify potential new shelter sites by March 2000.

Task 8.3. Facilitate shelter retrofit of public schools and other sites by completing surveys by June 2000.

Task 8.4. Identify retrofit funding sources as they develop and facilitate their use to acquire additional shelter spaces by September 2000 and annually.

Task 8.5. Work with the Red Cross, School Board and other organizations to identify additional shelter managers by February 2000.

Task 8.6. Coordinate Shelter Manager training with Red Cross by May 2000.

Task 8.7. Provide training to shelter managers by May 2000.

Task 8.8. Meet with Red Cross, School Board and other organizations to discuss/review shelter supply requirements by June 2000.

Task 8.9. Create a Special Needs Committee of Nassau County and other agency personnel to develop a special needs program that provides for shelters, staffing and supplies by May 2000.

Task 8.10. Hold quarterly meetings of the Special Needs Committee.

Task 8.11. Annually update the county special needs registry by June 2000.

GOAL 9. COORDINATE AND DEVELOP AN EFFECTIVE HAZARD MITIGATION PROGRAM WITHIN NASSAU COUNTY

Task 9.1. Work with RPC to develop LMS by December 1999.

- Task 9.2. Submit final LMS for adoption by BOCC by January 2000.
- Task 9.3. Incorporate the Local Mitigation Strategy into the CEMP as an annex by March 2000.
- Task 9.4. Survey all municipalities and County departments to update mitigation projects annually.
- GOAL 10. DEVELOP EVACUATION AND REENTRY PLAN.
- Task 10.1. Form an Evacuation Review Committee consisting of appropriate county personnel and other agencies to review county evacuation requirements by February 2000.
- Task 10.2. Develop and evacuation plan that also addresses reentry procedures by May 2000.
- GOAL 11. INVOLVE LOCAL BUSINESSES IN EMERGENCY MANAGEMENT ACTIVITIES.
- Task 11.1. Meet with Chamber of Commerce to discuss ways to involve local businesses in Emergency Management by November 2000.
- Task 11.2. Recruit chamber assistance in identification of local businesses that could provide disaster related services by November 2000.
- Task 11.3. Evaluate the feasibility for creating a business and industry Emergency Support Function by February 2001.
- GOAL 12. ENHANCE EMERGENCY OPERATION CENTER (EOC) OPERATIONAL CAPABILITIES.
- Task 12.1. Promote and request BOCC approval and support to build a new EOC by FY 2002.

- Task 12.2. If BOCC permission granted, coordinate EOC design requirements with county agencies and others as required.
- Task 12.3. Develop new functional organization chart for existing EOC by January 2000.
- Task 12.4. Train all county personnel assigned to EOC responsibilities on the new organization and functions by March 2000.
- Task 12.5. Conduct EOC table top exercises to test operational capability of new organization by June 2000.
- Task 12.6. Complete a review/evaluation of EOC communications capability and seek solutions and improvements by May 2000.