



STATE OF FLORIDA
DEPARTMENT OF COMMUNITY AFFAIRS
"Dedicated to making Florida a better place to call home"

JEB BUSH
 Governor

STEVEN M. SEIBERT
 Secretary


October 16, 2002

2002 OCT 18 PM 1:31

DEPARTMENT OF COMMUNITY AFFAIRS
 EMERGENCY SERVICES

MEMORANDUM

TO: County Emergency Management Director

FROM: Debbie Wonsch, Planning Manager 
 Emergency Management Preparedness and Assistance Grants Program

SUBJECT: 2002-03 Emergency Management Preparedness and Assistance Program
 Base Grant Agreement

Enclosed is a fully executed copy of the 2002-03 Emergency Management Preparedness and Assistance (EMPA) 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 use the enclosed Financial Report/Reimbursement Request forms dated September 2000. **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.

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 Scope of Work. 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>

CRITICAL STATE CONCERN FIELD OFFICE
 2796 Overseas Highway, Suite 212

Marathon, FL 33050-2227
 (305) 289-2402

COMMUNITY PLANNING
 2555 Shumard Oak Boulevard

Tallahassee, FL 32399-2100
 (850) 488-2356

EMERGENCY MANAGEMENT
 2555 Shumard Oak Boulevard

Tallahassee, FL 32399-2100
 (850) 413-9969

HOUSING & COMMUNITY DEVELOPMENT
 2555 Shumard Oak Boulevard

Tallahassee, FL 32399-2100
 (850) 488-7956

Memorandum

October 16, 2002

Page Two

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. **This form must be prepared and signed by an official of the County's Finance Office.** You need to provide only the FY 2001-02 (October 2001 - September 2002) information. This information is due no later than December 31, 2002. The necessary form is included in this package for your use.

2002-03 Emergency Management Preparedness and Assistance Award Staffing Detail - Attachment D, paragraph E of this Agreement requires a Staffing Detail form for all Staff in the Emergency Management Office for the current fiscal year is also required. The required form is provided for your use. 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.

Scope of Work Requirements - Attachment B, 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 two (2) 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.

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 Paragraph 25, Vehicles.

Your County may subcontract for services with these funds; however, it is imperative that the language contained in Paragraph 13, Subcontracts be included in the subcontract and that a copy is submitted to this Division within thirty (30) days.

All referenced report forms are available for downloading from our web page located at www.dca.state.fl.us/cps/grants.htm or www.floridadisaster.org then click on DEM library.

We look forward to working with you again this year. If you have any questions regarding this Agreement, please call Dee Giles at (850) 413-9940.

DW/dg

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

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/GRANTS 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.

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 program 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. Claims not submitted on the proper form 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 award. Do not include other costs incurred by your emergency management program.

Claim# _____

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

FINANCIAL REPORT/REIMBURSEMENT REQUEST

County _____

Date of Claim _____

Address _____

Telephone Number _____

E-mail _____

EMPA Base Agreement No. _____

Period of: ___/___/___ through ___/___/___

	CURRENT CLAIM	CUMULATIVE CLAIMS
1. SALARY AND BENEFITS	\$ _____	\$ _____
2. OTHER PERSONAL/CONTRACTUAL SERVICES (OPS)	\$ _____	\$ _____
3. EXPENSES	\$ _____	\$ _____
4. OPERATING CAPITAL OUTLAY (OCO)	\$ _____	\$ _____
5. FIXED CAPITAL OUTLAY (FCO)	\$ _____	\$ _____
6. TOTAL FOR THIS PERIOD	\$ _____	\$ _____

TOTAL 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.

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

Signed _____

Grantee Contract Manager or Financial Officer

Title _____

Date _____

THE SECTION BELOW IS TO BE COMPLETED BY DEM WITH EACH QUARTERLY PAYMENT

Total Contract Amount	\$
Total Expenditures YTD	\$
Amount Carried Forward	\$
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

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 FORM FOR SUBMITTING
2002-03 STAFFING DETAIL FORM

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

PROCEDURES FOR STAFFING DETAIL FORM

A. Where to submit Form:

Form 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 Form:

In accordance with Attachment D of the Agreement, reports are DUE NOT LATER THAN DECEMBER 31, 2002.

C. Information needed on Form:

The Staffing Detail Form is for **Fiscal Year 2002-03**. Please review the example and use the directions shown at the bottom of the page.

STAFFING DETAIL EXAMPLE

LEMON COUNTY

**COUNTY EMERGENCY MANAGEMENT AGENCY
ANTICIPATED SALARIES & BENEFITS
STAFFING DETAIL
FY 2002-03**

Position Title [1]	Approx. # of Hrs./Week Devoted to E M Activities [2]	Annual Total Salaries & Benefits \$ by Position [3]	LOCAL		STATE/FEDERAL			Total All Funds [9]
			% County General Fund (Local) [4]	% Other Local Funds [5]	% EMPA Base Grant (State) [6]	% Hazardous Materials Planning Grant (State) [7]	% Other State or Federal Funds [8]	
1. Emergency Management Director	13	68,535	67%		33%			100%
2. Emergency Management Coordinator	40	38,550	25%		50%		25%	100%
3. Training Specialist	20	32,608	50%		25%		25%	100%
4. Administrative Secretary	40	25,911			50%		50%	100%
5. Staff Assistant	20	28,002	50%		50%			100%

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 [4-9], detail the funding distribution percentages of the Salaries and Benefits costs shown in column [3].
5. Column 9 is the sum of columns [4] through [8] and must equal 100%.

_____ County

**COUNTY EMERGENCY MANAGEMENT AGENCY
ANTICIPATED SALARIES & BENEFITS
STAFFING DETAIL
FY 2002-03**

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

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 [4-9], detail the funding distribution percentages of the Salaries and Benefits costs shown in column [3].
5. Column 9 is the sum of columns [4] through [8] and must equal 100%.

STATE OF FLORIDA
DEPARTMENT OF COMMUNITY AFFAIRS
DIVISION OF EMERGENCY MANAGEMENT
EMERGENCY MANAGEMENT PREPAREDNESS AND ASSISTANCE GRANT PROGRAM
Fiscal Year 2002-03

**INSTRUCTIONS AND FORMS FOR SUBMITTING
2001-02 HISTORICAL EXPENDITURE SUMMARY REPORT**

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 GRANTS 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, 2002.

C. Information needed on Report:

In accordance with Attachment D, Paragraph D of this Agreement, this report must be developed by your County Finance Office to ensure that the data is official.

This information represents your county's amount of general funds provided as matching funds **as required** in the EMPA Base Grant Agreement (Attachment F, Paragraph G, Funding/Matching and Rule 9G-19.011) for the county's Emergency Management Program for Fiscal Year 2001-02. Federal Funds requires a dollar for dollar non-federal match from county generated funds.

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.

NOTE: THIS SUMMARY MUST BE DEVELOPED AND SIGNED BY AN OFFICIAL OF THE COUNTY'S FINANCE OFFICE

_____ County

10/01/02

**COUNTY EMERGENCY MANAGEMENT AGENCY EXPENDITURES
HISTORICAL SUMMARY BY FUND FOR FISCAL 2001-02**

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

Amount of County funds provided as match for State portion of grant (EMPA) \$ _____
 Amount of funds provided as match for Federal portion of grant (EMPG) \$ _____

I hereby certify that the above figures represent the actual funding source for the Emergency Management Agency for Fiscal Year 2001-2002 and does not include disaster-related response or recovery costs nor any other costs incurred by other Departments.

Signed _____

Title _____

Date _____

FOOTNOTES:
 * Previously entitled State and Local Assistance
 ** See attached definitions

Example

NOTE: THIS SUMMARY MUST BE DEVELOPED AND SIGNED BY AN OFFICIAL OF THE COUNTY'S FINANCE OFFICE

Grapefruit County

10/01/02

**COUNTY EMERGENCY MANAGEMENT AGENCY EXPENDITURES
HISTORICAL SUMMARY BY FUND FOR FISCAL 2001-02**

Expenditure Categories ***	LOCAL		STATE/FEDERAL				TOTAL
	County General Fund (Local) [a]	Other Local Funds [b]	State Portion of EMPA Base Grant [d]	Federal Portion * of EMPA Base Grant (formerly SLA Grant) [e]	Hazardous Materials Planning Grant (State) [f]	Other State or Federal Funds [g]	
1. Salaries & Benefits	31,191		26,010	13,288			
2. Other Personal/Contractual Ser.					10,488		
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	23,200	10,488	-0-	100.00%
Percentage of Funding %	25.79%	31.78%	28.70%	9.45%	4.27%		

Amount of County funds provided as match for State portion of grant (EMPA) \$ _____
 Amount of funds provided as match for Federal portion of grant (EMPG) \$ _____

I hereby certify that the above figures represent the actual funding source for the Emergency Management Agency for Fiscal Year 2001-2002 and does not include disaster-related response or recovery costs nor any other costs incurred by other Departments.

Signed _____
 Title _____
 Date _____

FOOTNOTES:
 * Previously entitled State and Local Assistance
 ** Construction and equipping of EOC; local funds were part of a non-recurring special purpose tax assessment
 *** 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.

STATE AND FEDERALLY FUNDED SUBGRANT 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 "Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING FACTS:

A. WHEREAS, the Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein and agrees to comply with all the requirements of this Agreement and Rule Chapter 9G-19, Florida Administrative Code; and

B. WHEREAS, the Department receives these grant funds from the State of Florida and the federal government, and has the authority to subgrant these funds to the Recipient upon the terms and conditions hereinafter set forth; and

C. 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 recipients.

NOW, THEREFORE, the Department and the Recipient do mutually agree as follows:

(1) BUDGET AND SCOPE OF WORK

The Recipient shall fully perform the obligations in accordance with the Budget, Attachment A, and Scope of Work, Attachment B and B-1, of this Agreement.

(2) INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES

Both the Recipient and the Department shall be governed by applicable State and Federal laws, rules and regulations, including but not limited to those identified in Attachment C.

(3) PERIOD OF AGREEMENT

This Agreement shall begin October 1, 2002 and shall end September 30, 2003, unless terminated earlier in accordance with the provisions of Paragraph (9) of this Agreement. All requests for reimbursement must be submitted within 30 days after the termination date of the Agreement. Any requests received after November 1, 2003, may, in the discretion of the Department, not be reimbursed from this Agreement. Reimbursement requests shall not be submitted by facsimile transmission.

(4) MODIFICATION OF CONTRACT: REPAYMENTS

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 B.

Changes to the amount of funding to be provided may be accomplished by notice from the Department to the Recipient, 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 Recipient's contact identified in Paragraph (10), below. Should the Recipient determine it does not wish to accept the award of additional funds, then the Recipient shall provide notice to the Department contact within thirty (30) days of receipt of the Award Letter. Otherwise, the Recipient 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 the Department's receipt of the written notice of acceptance and receipt of a budget form which details the proposed expenditure of the additional funds. The budget form will be provided by the Department when the offer of additional funds is made.

Notwithstanding the foregoing, any budget changes which do not increase the overall cost of the project or change the Scope of Work do not require a written modification to this Agreement.

All refunds or repayments to be made to the Department under this Agreement are to be made payable to the order of "Department of Community Affairs", and mailed directly to the Department at the following address:

Department of Community Affairs
Cashier
Finance and Accounting
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

In accordance with § 215.34(2), Florida Statutes, if a check or other draft is returned to the Department for collection, the Department must add to the amount of the check or draft a service fee of Fifteen Dollars (\$15.00) or Five Percent (5%) of the face amount of the check or draft, whichever is greater.

(5) RECORDKEEPING

(a) As applicable, Recipient's performance under this Agreement shall be subject to the federal "Common Rule: Uniform Administrative Requirements for State and Local Governments" (53 Federal Register 8034) or OMB Circular No. A-110, "Grants and Agreements with Institutions of High Education, Hospitals, and Other Nonprofit Organizations," and either OMB Circular No. A-87, "Cost Principles for State and Local Governments," OMB Circular No. A-21, "Cost Principles for Educational Institutions," or OMB Circular No. A-122, "Cost Principles for Nonprofit Organizations." If this Agreement is made with a commercial (for-profit) organization on a cost-reimbursement basis, the Recipient shall be subject to Federal Acquisition Regulations 31.2 and 931.2.

(b) The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued, and shall allow the Department or its designee, Comptroller, or Auditor General access to such records upon request. The Recipient shall ensure that audit working papers are made available to the Department or its designee, Comptroller, or Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department, with the following exceptions:

1. If any litigation, claim or audit is started before the expiration of the five year period and extends beyond the five 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 \$5,000 or more at the time of acquisition shall be retained for five years after final disposition.

3. Records relating to real property acquisition shall be retained for five years after closing of title.

(c) All records, including supporting documentation of all program costs, shall be sufficient to determine compliance with the requirements and objectives of the Budget, Attachment A and Scope of Work, Attachment B and B-1, and all other applicable laws and regulations.

(d) The Recipient, 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.

(6) REPORTS

(a) At a minimum, the Recipient shall provide the Department with quarterly reports, and with a close-out report.

(b) Quarterly reports are due to be received by the Department no later than 30 days after the end of each quarter of the program year and shall continue to be submitted each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are December 31, March 31, June 30 and September 30.

(c) The close-out report is due 45 days after termination of this Agreement.

(d) If all required reports and copies, prescribed above, are not sent 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 paragraph (9). The Department may terminate the Agreement with a Recipient if reports are not received within 30 days after written notice by the Department. "Acceptable to the Department" means that the work product was completed in accordance with generally accepted principles and is consistent with the Budget and Scope of Work.

(e) Upon reasonable notice, the Recipient shall provide such additional program updates or information as may be required by the Department.

(f) The Recipient shall provide additional reports and information as identified in Attachment D.

(7) MONITORING

The Recipient shall constantly monitor its performance under this Agreement to ensure that time schedules are being met, the Budget and Scope of Work are being accomplished within specified time periods, and other performance goals are being achieved. Such review shall be made for each function or activity set forth in Attachment B and B-1 to this Agreement. In addition, the Department will monitor the performance and financial management by the Recipient throughout the contract term to ensure timely completion of all tasks.

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised (see "AUDIT REQUIREMENTS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department. In the event that the Department determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Department to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Comptroller or Auditor General. In addition, the Department will monitor the performance and financial management by the Contractor throughout the contract term to ensure timely completion of all tasks.

(8) LIABILITY

(a) Unless Recipient is a State agency or subdivision, the Recipient shall be solely responsible to parties with whom it shall deal in carrying out the terms of this agreement, and shall save the Department harmless against all claims of whatever nature by third parties arising out of the performance of work under this agreement. For purposes of this agreement, Recipient agrees that it is not an employee or agent of the Department, but is an independent contractor.

(b) Any Recipient who is a state agency or subdivision, as defined in Section 768.28, Florida Statutes, agrees to be fully responsible to the extent provided by Section 768.28 Florida Statutes, for its negligent acts or omissions or tortious acts which result in claims or suits against the Department, and agrees to be liable for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by any Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(9) DEFAULT: REMEDIES: TERMINATION

(a) If the necessary funds are not available to fund this Agreement as a result of action by Congress, the state Legislature, the Office of the Comptroller or the Office of Management and Budgeting, or if any of the following events occur ("Events of Default"), all obligations on the part of the Department to make any further payment of funds hereunder shall, if the Department so elects, terminate and the Department may, at its option, exercise any of its remedies set forth herein, but the Department may make any payments or parts of payments after the happening of any Events of Default without thereby waiving the right to exercise such remedies, and without becoming liable to make any further payment:

1. If any warranty or representation made by the Recipient in this Agreement or any previous Agreement with the Department shall at any time be false or misleading in any respect, or if the Recipient shall fail to keep, observe or perform any of the terms or covenants contained in this Agreement or any previous agreement with the Department and has not cured such in timely fashion, or is unable or unwilling to meet its obligations thereunder;

2. If any material adverse change shall occur in the financial condition of the Recipient at any time during the term of this Agreement from the financial condition revealed in any reports filed or to be filed with the Department, and the Recipient fails to cure said material adverse change within thirty (30) days from the time the date written notice is sent by the Department.

3. If any reports required by this Agreement have not been submitted to the Department or have been submitted with incorrect, incomplete or insufficient information;

4. If the Recipient has failed to perform and complete in timely fashion any of the services required under the Budget, Attachment A, and Scope of Work, Attachments B and B-1 attached hereto.

(b) Upon the happening of an Event of Default, then the Department may, at its option, upon thirty (30) calendar days prior written notice to the Recipient and upon the Recipient's failure to timely cure, exercise any one or more of the following remedies, either concurrently or consecutively, and the pursuit of any one of the following remedies shall not preclude the Department from pursuing any other remedies contained herein or otherwise provided at law or in equity:

1. Terminate this Agreement, provided that the Recipient is given at least thirty (30) days prior written notice of such termination. The notice shall be effective when placed in the United States mail, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address set forth in Paragraph (10) herein;

2. Commence an appropriate legal or equitable action to enforce performance of this Agreement;

3. Withhold or suspend payment of all or any part of a request for payment;

4. Exercise any corrective or remedial actions, to include but not be limited to, requesting additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance, issuing a written warning to advise that more serious measures may be taken if the situation is not corrected, advising the Recipient to suspend, discontinue or refrain from incurring costs

for any activities in question or requiring the Recipient to reimburse the Department for the amount of costs incurred for any items determined to be ineligible;

5. Exercise any other rights or remedies which may be otherwise available under law;

(c) The Department may terminate this Agreement for cause upon such written notice as is reasonable under the circumstances. Cause shall include, but not be limited to, misuse of funds; fraud; lack of compliance with applicable rules, laws and regulations; failure to perform in a timely manner; and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Statutes, as amended.

(d) Suspension or termination constitutes final agency action under Chapter 120, Florida Statutes, as amended. Notification of suspension or termination shall include notice of administrative hearing rights and time frames.

(e) In addition to any other remedies, the Recipient shall return to the Department any funds which were used for ineligible purposes under the program laws, rules, and regulations governing the use of the funds under the program.

(f) This Agreement may be terminated by the written mutual consent of the parties.

(g) Notwithstanding the above, the Recipient shall not be relieved of liability to the Department by virtue of any breach of Agreement by the Recipient. The Department may, to the extent authorized by law, withhold any payments to the Recipient for purpose of set-off until such time as the exact amount of damages due the Department from the Recipient is determined.

(10) NOTICE AND CONTACT

(a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, or first class, certified mail, return receipt requested, to the representative identified below at the address set forth below and said notification attached to the original of this Agreement.

(b) The name and address of the Department contract manager for this Agreement is:

Ms. Debbie Wonsch, Manager
Emergency Management Preparedness and
Assistance Grants Program
Department of Community Affairs
Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100
Telephone: (850) 413-9894
Fax: (850) 488-7842
Email: debbie.wonsch@dca.state.fl.us

(c) The name and address of the Representative of the Recipient responsible for the administration of this Agreement is:

Thomas B. Kochheiser, Director
Nassau County Emergency Services
11 N. 14th Street, Suite 12
Fernandina Beach, FL 32034
Telephone: (904) 491-7550
Fax: (904) 491-3628
Email: ncem@nassaucountyfl.com

(d) In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be rendered as provided in (10)(a) above.

(e) All payments relating to the Agreement shall be mailed to the following address:

Nassau County Board of County Commissioners
Clerk of the Board
P.O. Box 1010
Fernandina Beach, FL 32035-1010

(11) 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 Recipient 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 Recipient, cause the termination of this Agreement and the release of the Department from all its obligations to the Recipient.

(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 Recipient 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 Recipient. 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.

(e) The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), if applicable, which prohibits discrimination by public and private entities on the basis of disability in the areas of employment, public accommodations, transportation, State and local government services, and in telecommunications.

(f) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list 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 or discriminatory vendor list.

(12) AUDIT REQUIREMENTS

(a) The Recipient 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) The Recipient 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) If the Recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised, and in the event that the Recipient expends \$300,000 or more in Federal awards in its fiscal year, the Recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Agreement indicates Federal resources awarded through the Department by this Agreement. In determining the Federal awards expended in its fiscal year, the Recipient shall consider all sources of Federal awards, including Federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the Recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this paragraph.

In connection with the audit requirements addressed in Paragraph 12 (d) above, the Recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

If the Recipient 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, as revised, is not required. In the event that the Recipient expends less than \$300,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the

audit must be paid from non-Federal resources (i.e., the cost of such audit must be paid from Recipient resources obtained from other than Federal entities).

(e) Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by subparagraph (d) above shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the Recipient directly to each of the following:

The Department of Community Affairs at each of the following addresses:

Department of Community Affairs
Office of Audit Services
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

and

Department of Community Affairs
Division of Emergency Management
Bureau of Compliance Planning and Support
Finance and Administration Section
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320(d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

(f) In the event that the Recipient expends a total amount of State awards (i.e., State financial assistance provided to the recipient to carry out a State project) from all state sources equal to or in excess of \$300,000 in any fiscal year of such Recipient, the Recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes.

In determining the State awards expended in its fiscal year, the Recipient shall consider all sources of State awards, including State funds received from the Department, except that State awards received by a nonstate entity for Federal program matching requirements shall be excluded from consideration. The funding for this Agreement was received by the Department as a Grants and Aids appropriation.

1. The annual financial audit report shall include all management letters and the recipient's response to all findings, including corrective actions to be taken.

2. The annual financial audit report shall include a schedule of financial assistance specifically identifying all Agreement and other revenue by sponsoring agency and Agreement number.

3. The complete financial audit report, including all items specified in (12)(d) 1 and 2 above, shall be sent directly to:

Department of Community Affairs
Office of Audit Services
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
and
State of Florida Auditor General
Attn: Ted J. Sauerbeck
Room 574, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32302-1450

4. In connection with the audit requirements addressed in (d) above, the Recipient shall ensure that the audit complies with the requirements of Section 215.97, Florida Statutes. This includes submission of a reporting package as defined by Section 215.97, Florida Statutes.

5. If the Recipient expends less than \$300,000 in State awards in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$300,000 in State awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from non-State funds (i.e., the cost of such an audit must be paid from the recipient's funds obtained from other than State entities).

(g) Pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any management letter issued by the auditor, to the Department at each of the following addresses:

Department of Community Affairs
Office of Audit Services
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

and

Department of Community Affairs
Division of Emergency Management
Bureau of Compliance Planning and Support
Finance and Administration Section
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

(h) Any reports, management letter, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

(i) Recipients, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.

(j) The Recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of five years from the date the audit report is issued, and shall allow the Department, or its designee, the Comptroller, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department, or its designee, the Comptroller, or Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

(k) In the event the audit shows that the entire funds disbursed hereunder, or any portion thereof, were not spent in accordance with the conditions of this Agreement, the Recipient 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 Recipient of such non-compliance.

(l) The Recipient shall retain all financial records, supporting documents, statistical records, and any other documents pertinent to this contract for a period of five 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 five-year period, the records shall be retained until the litigation or audit findings have been resolved.

(m) The Recipient shall have all audits completed by an independent certified public accountant (IPA) who shall either be a certified public accountant or a public accountant licensed under Chapter 473, Florida Statutes. The IPA shall state that the audit complied with the applicable provisions noted above.

(13) SUBCONTRACTS

(a) If the Recipient subcontracts any or all of the work required under this Agreement, a copy of the executed subcontract must be forwarded to the Department within thirty (30) days after execution of the subcontract. The Recipient agrees to include in the subcontract that (1) the subcontractor is bound by all applicable state and federal laws and regulations, and (2)

the subcontractor shall hold the Department and Recipient 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.

(b) The Recipient shall not award subgrants using funds awarded pursuant to this Agreement.

(c) The Recipient 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 Recipient shall utilize competitive procurement practices.

(d) Allowable costs shall be determined in accordance with Office of Management and Budget Circular A-87.

(14) TERMS AND CONDITIONS

The Agreement contains all the terms and conditions agreed upon by the parties.

(15) ATTACHMENTS

(a) All attachments to this Agreement are incorporated as if set out fully herein.

(b) In the event of any inconsistencies or conflict between the language of this Agreement and the attachments hereto, the language of such attachments shall be controlling, but only to the extent of such conflict or inconsistency.

(c) This Agreement has the following attachments:

- Exhibit 1 - Funding Sources
- Attachment A - Budget
- Attachment B and B-1 - Scope of Work
- Attachment C - Program Statutes and Regulations
- Attachment D - Reports
- Attachment E - Justification for Advance
- Attachment F - Assurances

(16) FUNDING/CONSIDERATION

(a) This is a cost-reimbursement Agreement. The Recipient shall be reimbursed for costs incurred in the satisfactory performance of work hereunder in **an amount not to exceed \$103,196** subject to the availability of funds from the Department. The amount of funds available pursuant to this rule chapter may be adjusted proportionally when necessary to meet any matching requirements imposed as a condition of receiving federal disaster relief assistance or planning funds.

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

(b) Any advance payment under this Agreement is subject to s. 216.181(16), Florida Statutes. **The amount which may be advanced may not exceed the expected cash needs of the Recipient within the first three (3) months of the contract term.** For a federally funded contract, any advance payment is also subject to federal OMB Circulars A-87, A-110, A-122 and the Cash Management Improvement Act of 1990.

If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds.

1. X No advance payment is requested.
2. An advance payment of \$ is requested.

(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 Recipient agrees to expend funds in accordance with the Budget, Attachment A, and the Scope of Work, Attachments B and B-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 Recipient 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 Recipient shall comply with all applicable procurement rules and regulations in securing goods and services to implement the Scope of Work. Whenever required by law or otherwise permitted, the Recipient shall utilize competitive procurement practices.

(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 Recipient shall continue to provide other funding for the Recipient's 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 Recipient's Emergency Management Agency; or (2) the level of funding for the Recipient's Emergency Management Agency for the last fiscal year, whichever figure is lower (Rule 9G-19.011). Recipient's 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 Recipient's Emergency Management Agency." The Recipient 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.

Federal funds provided under this Agreement shall be matched by the Recipient dollar for dollar from non-federal funds.

(h) Should the Recipient wish to carry forward, into the fiscal year beginning October 1, 2003, any unspent funds awarded under this Agreement, the Recipient must request such carry forward of funds in writing to the Department by June 30, 2003. 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 Recipient's base Agreement for the following year. 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.

(17) STANDARD CONDITIONS

The Recipient 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 receipt of funds from the federal government, and subject to any modification in accordance with Chapter 216, Florida Statutes or the Florida Constitution.

(b) This Agreement may not be renewed or extended.

(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 Section 112.061, Florida Statutes.

(e) The Department reserves the right to unilaterally cancel this Agreement for refusal by the Recipient 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 Recipient in conjunction with this Agreement.

(f) If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Department or be applied against the Department's obligation to pay the contract amount.

(g) 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.

(18) LOBBYING PROHIBITION

(a) 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 agency.

(b) The Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

(19) COPYRIGHT, PATENT AND TRADEMARK

ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA. ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE RECIPIENT TO THE STATE OF FLORIDA.

(a) If the Recipient brings to the performance of this Agreement a pre-existing patent or copyright, the Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

(b) If any discovery or invention arises or is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected herewith, the Recipient shall refer the discovery or invention to the Department for a determination whether patent protection will be sought in the name of the State of Florida. Any and all patent rights accruing under or in connection with the performance of this Agreement are hereby reserved to the State of Florida. In the event that any books, manuals, films, or other copyrightable material are produced, the Recipient shall notify the Department. Any and all copyrights accruing under or in connection with the performance under this Agreement are hereby transferred by the Recipient to the State of Florida.

(c) Within thirty (30) days of execution of this Agreement, the Recipient shall disclose all intellectual properties relevant to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is so disclosed. Failure to disclose will indicate that no such property exists. The Department shall then, under Paragraph (b), have the right to all patents and copyrights which occur during performance of the Agreement.

(20) LEGAL AUTHORIZATION

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

(21) ASSURANCES

The Recipient shall comply with any Statement of Assurances incorporated as Attachment F.

(22) VENDOR PAYMENTS

Pursuant to Section 215.422, Florida Statutes, the Department shall issue payments to vendors within 40 days after receipt of an acceptable invoice and receipt, inspection, and acceptance of goods and/or services provided in accordance with the terms and conditions of the Agreement. Failure to issue the warrant within 40 days shall result in the Department paying interest at a rate as established pursuant to Section 55.03(1) Florida Statutes. The interest penalty shall be paid within 15 days after issuing the warrant.

Vendors experiencing problems obtaining timely payment(s) from a state agency may receive assistance by contacting the Vendor Ombudsman at (850) 488-2924 or by calling the State Comptroller's Hotline at 1-800-848-3792.

(23) EQUIPMENT AND PROPERTY MANAGEMENT

The Recipient acknowledges the completed installation of a Hughes Network Systems, Inc., Personal Earth Station® and related equipment (hereinafter "the Equipment").

The Recipient 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 Recipient and other sites. In particular, the Recipient 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) (850) 413-9910.
- B. That the Recipient will assist and comply with the instructions of the SWP and any technical service representative responding to the report or service request. Recipient's personnel shall cooperate with and assist service representatives, as required, for installation, troubleshooting and fault isolation, with adequate staff.
- C. That the Recipient 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 Recipient shall provide access, subject to reasonable security restrictions, to the Equipment and related areas and locations of the Recipient'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 Recipient's reasonable rules and regulations for access, provided the Department is promptly furnished with a copy after execution of this Agreement. The Recipient shall provide safe access to the Equipment and will maintain the environment where the Equipment is located in a safe and secure condition. The Recipient shall provide service representatives with access to electrical power, water and other utilities, as well as telephone access to the Recipient's facility as required for efficient service.
- E. That the Recipient 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 Recipient to procure insurance. The Department agrees to procure and maintain all risks insurance coverage on the Equipment. The Recipient 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, and any applicable laws, codes ordinances or regulations. The Recipient 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 Recipient 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 Recipient, to use the software solely in the operation of the Equipment, to commence on delivery of the software to the Recipient and to last for the term of the HNS Agreements. The Recipient 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 Recipient 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 Recipient 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 Recipient 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 Recipient shall be independently responsible for any and all charges not part of the initial service order.

(24) COMMUNICATIONS COSTS

By its execution of this Agreement, the Recipient authorizes the Department to deduct the appropriate costs of the recurring charges for the satellite communications Service from the allocation provided to Recipient under Rule 9G-19.005(3), Florida Administrative Code. The deduction is \$2,610 for twelve months.

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

(25) 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 has no obligation to honor such reimbursement request. Any trade-in or resale funds received relating to any vehicle purchased under this subgrant is program income and must be applied toward the Recipient's Emergency Management Preparedness and Assistance (EMPA) Base Grant expenditures.

(26) PROPERTY MANAGEMENT/PROCUREMENT

(a) The recipient shall comply with applicable procurement rules and regulations in securing goods and services to implement the Scope of Work. Wherever required by law or otherwise permitted, the Recipient shall utilize competitive procurement practices.

(b) Allowable costs shall be determined in accordance with Office of Management and Budget Circular A-102 - Common Rule.

(c) Recipient agrees to use any equipment purchased under the terms of this Agreement for the purpose for which it was intended.

(d) Equipment purchased under the terms of this Agreement shall remain the property of the Recipient. The disposition of equipment shall be made in accordance with the Recipient's policies and procedures and applicable federal policies and procedures.

(27) CERTIFICATIONS

(a) By its execution of this Agreement, the Recipient certifies that it is currently in full compliance with the Rule Chapters 9G-6, 9G-11, and 9G-19, Florida Administrative Code, Chapter 252, Florida Statutes, and appropriate administrative rules and regulations that guide the emergency management program and associated activities.

(b) The Recipient 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 Recipient 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 Recipient's Emergency Management Agency, unless such expenditure enhances emergency management capabilities as expressly assigned in the local Comprehensive Emergency Management Plan (CEMP).

(c) The Recipient certifies that it is a participant in the most current Statewide Mutual Aid Agreement (SMAA).

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

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

RECIPIENT

Nassau County

BY: 

Name and Title: Nick Deonas, Chairman

Date: 9-30-02

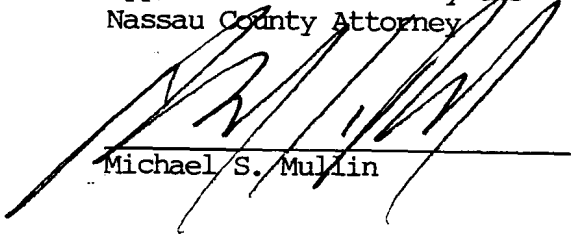
Federal Employer I.D. 59-186-3042

Attest:



J.M. "Chip" Oxley, 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: W. Craig Fugate, Director

Date: 10/15/2002

EXHIBIT - 1

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT
CONSIST OF THE FOLLOWING:

Federal Program -0-

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED
PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

Not applicable at this time.

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT
CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project (*list State awarding agency, Catalog of State Financial Assistance title and number*)

State Awarding Agency: Department of Community Affairs

Catalog of State Financial Assistance Title: Emergency Management Programs

Catalog of State Financial Assistance Number: 52008

State Grant Amount: \$105,806

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED
PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

Pursuant to Section 252.373, Florida Statutes and Rule Chapter 9G-19, Florida Administrative Code.

Attachment A

Budget

The anticipated expenditures for the Categories listed below are for the Emergency Management Preparedness and Assistance (EMPA) State portion of this subgrant only (Paragraph (16)(a), FUNDING/ CONSIDERATION). A separate budget form for the Emergency Management Performance Grant (EMPG) portion of this subgrant will be provided when funds are awarded by the Department.

<u>Category</u>	<u>Anticipated Expenditure Amount</u>
Salaries/Fringe Benefits	\$ <u>57,315</u>
Other Personal Services	\$ _____
Expenses	\$ <u>38,632</u>
Operating Capital Outlay	\$ <u>7,249</u>
Fixed Capital Outlay	\$ _____
Total State Funds	\$ <u>103,196</u>

Attachment B

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 Chapter 9G-6, Florida Administrative Code and Chapter 252, Florida Statutes). This Scope of Work recognizes that each recipient 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, the Recipient 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 Recipient shall complete the work items approved by the Department and attached hereto as Attachment B-1. Subsequent revisions during the term of this Agreement shall be those submitted in writing by the Recipient, approved by the Department, and on file in the Division.

As a further condition of receiving funding under this Agreement, following full or partial County Emergency Operation Center activation at a level equivalent to a State Emergency Operation Center level two (2) or above during the period of this Agreement, then the Recipient 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 educational information to educate the public about the Emergency Management Program is allowable.

Food and beverages may be purchased for Emergency Management personnel and other personnel only if the Recipient's 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.

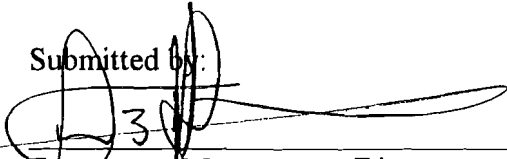
Within 60 days of execution of this Agreement, the Recipient shall provide copies of any new or updated ordinances in effect which expressly address emergency management, disaster preparedness, civil defense, disasters, emergencies or otherwise govern the activation of the local emergency management program provided in s.252.38, Florida Statutes.

Nassau County

2002-2003 SCOPE OF WORK

Attachment B-1

Submitted by:


Emergency Management Director

Date:

9/10/02

Approved by:


FDEM Area 3 Coordinator

Date:

9/10/2002

NASSAU COUNTY
 EMERGENCY MANAGEMENT
 2002-2003 SCOPE OF WORK

Item #	Item Description	Mid Year Review		End of Year Review	
1	Develop and maintain the capability to ensure all functions defined in the Emergency Management Capability Assessment document can be performed as required. Correction of areas classified as deficiencies and/or areas needing improvement may be required under the Agreement independent of the County CEMP review process.	On target	On target		
		Behind target	Behind target		
		Complete	Complete		
		Not Complete	Not Complete		
Comments:					
2	Maintain CEMP and all associated supporting procedures, checklists, etc. necessary to ensure compliance with Rule Chapter 9G-6, <u>Florida Administrative Code</u> .	On target	On target		
		Behind target	Behind target		
		Complete	Complete		
		Not Complete	Not Complete		
Comments:					
3	Maintain and update critical facility database. By March of each year, update the respective county shelter database utilized by State ESF 6.	On target	On target		
		Behind target	Behind target		
		Complete	Complete		
		Not Complete	Not Complete		
Comments:					

4	<p>Training. Develop a training program to ensure all employees funded under the agreement complete appropriate training from the courses listed below. County Emergency Management Directors shall determine which training is appropriate for each employee in order to carry out his/her roles and responsibilities:</p> <ul style="list-style-type: none"> • Principles of Emergency Management (PDS) • EOC Operations (taught by Area Coordinator) • EOC/ICS Interface (taught by Area Coordinator) • Hurricane Planning (taught by DEM staff) • Exercise Design (PDS) • Damage Assessment (taught by Area Coordinator) • Emergency Planning (PDS) • Decision Making in a Crisis (PDS) • Effective Communications (PDS) • Developing Volunteer Resources (PDS) <p>Documentation of training should be maintained and should include list of training completed and exercises participated in. Also list training needed to complete individual training goals.</p>	On target	On target	
		Behind target	Behind target	
		Complete	Complete	
		Not Complete	Not Complete	
Comments:				
5	Maintain and update as necessary the statewide mutual aid agreement.	On target	On target	
		Behind target	Behind target	
		Complete	Complete	
		Not Complete	Not Complete	
Comments:				

6	<p>Exercises. Establish and maintain a comprehensive, all hazards exercise program to test and evaluate all aspects of the local emergency management system including activation of the EOC on an annual basis. (Note: Activation of EOC can be accomplished through an exercise or actual event).</p> <ul style="list-style-type: none"> • Participate in at least one full day in the pre-landfall scenario and the post-landfall scenario during the annual statewide hurricane exercise. The Director shall determine extent of play necessary for their jurisdiction. • Document and submit exercise objectives, after-action reports of exercises and/or actual events to the Area Coordinator, CEMP Review Team Leader and DEM Exercise Section. 	On target		On target	
		Behind target		Behind target	
		Complete		Complete	
		Not Complete		Not Complete	
Comments:					
7	<p>Address shelter deficit reduction strategy consistent with the statewide initiative by addressing the following issues:</p> <ul style="list-style-type: none"> • Identify and prioritize for survey potential buildings that could be used as shelters. • Identify potential retrofit projects. • Report and submit shelter deficit progress reports which include retrofit and Enhanced Hurricane Protection Areas (EHPA) construction. • Coordinate with school board, community colleges and universities on EHPA projects. 	On target		On target	
		Behind target		Behind target	
		Complete		Complete	
		Not Complete		Not Complete	
Comments:					

8	Participate in area meetings conducted by the area coordinator.	On target	On target	
		Behind target	Behind target	
		Complete	Complete	
		Not Complete	Not Complete	
Comments:				
9	Identify the mechanism utilized at the local level for providing Community Emergency Response Team (CERT) training and the number of teams necessary for the jurisdiction.	On target	On target	
		Behind target	Behind target	
		Complete	Complete	
		Not Complete	Not Complete	
Comments:				
10	Support the State's Citizen Corps initiative by identifying no later than the end of the first quarter, a single point of contact at the county level, either a volunteer or paid employee, for the local Citizen Corps program.	On target	On target	
		Behind target	Behind target	
		Complete	Complete	
		Not Complete	Not Complete	
Comments:				
11	Support the State's domestic security initiatives through participation in Regional Domestic Security Task Force meetings as necessary and participation in local or regionally conducted exercises related to domestic security.	On target	On target	
		Behind target	Behind target	
		Complete	Complete	
		Not Complete	Not Complete	
Comments:				

12	Receive a National Weather Service Storm Ready Certification for the county within the next two years.	On target	On target	
		Behind target	Behind target	
		Complete	Complete	
		Not Complete	Not Complete	
Comments:				
13	Develop, implement and maintain a local mitigation strategy that is consistent with the State's mitigation strategy.	On target	On target	
		Behind target	Behind target	
		Complete	Complete	
		Not Complete	Not Complete	
Comments:				
14	Conduct at least one meeting annually with all ESFs/ECOs identified in the local CEMP, including municipalities, to update and exchange information, update personnel listings and to coordinate other activities. Maintain record of these meetings for CEMP review, including agenda/roster and topics of discussion.	On target	On target	
		Behind target	Behind target	
		Complete	Complete	
		Not Complete	Not Complete	
Comments:				
15	Ensure all full-time Emergency Management employees attend Florida Division of Emergency Mgmt. Sponsored conferences, courses and workshops including Florida Emergency Preparedness Association (FEPA), Governor's Hurricane Conf., Current Issues in Emergency Mgmt (SLA), and those other meetings as scheduled by FDEM and regional workshops and seminars.	On target	On target	
		Behind target	Behind target	
		Complete	Complete	
		Not Complete	Not Complete	
Comments:				

16	Continue to hold Special Needs Committee meetings every other month.	On target	On target
		Behind target	Behind target
		Complete	Complete
	Not Complete	Not Complete	

Comments:

17	Annually participate in presentations, fairs, exhibits, public forums and any other opportunity to inform the public.	On target	On target
		Behind target	Behind target
		Complete	Complete
	Not Complete	Not Complete	

Comments:

18	Continue to update on an ongoing basis Special Needs database.	On target	On target
		Behind target	Behind target
		Complete	Complete
	Not Complete	Not Complete	

Comments:

19	By October 2003, facilitate and coordinate development of a County Debris Management plan.	On target	On target
		Behind target	Behind target
		Complete	Complete
	Not Complete	Not Complete	

Comments:

Comments:			
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20	By May 2003, have ID re-entry cards completed for critical and damage assessment teams.	On target		On target	
		Behind target		Behind target	
		Complete		Complete	
		Not Complete		Not Complete	
Comments:					
21	Update Civil Emergency message system SOP with NWS Jacksonville.	On target		On target	
		Behind target		Behind target	
		Complete		Complete	
		Not Complete		Not Complete	
Comments:					
22	Develop activation SOP for using the EAS system for county alerts.	On target		On target	
		Behind target		Behind target	
		Complete		Complete	
		Not Complete		Not Complete	
Comments:					
23	Present evacuation and re-entry SOP to BOCC for adoption.	On target		On target	
		Behind target		Behind target	
		Complete		Complete	
		Not Complete		Not Complete	
Comments:					

24	Update and complete damage assessment SOP and provide training to team members.	On target		On target	
		Behind target		Behind target	
		Complete		Complete	
		Not Complete		Not Complete	
Comments:					

Attachment C

Program Statutes and Regulations

1. Chapter 252, Florida Statutes
2. Rule Chapters 9G-6, 9G-11, 9G-19 and 9G-20, Florida Administrative Code
3. Chapter 215.97, Florida Statutes
4. Chapter 287, Florida Statutes
5. Chapter 119, Florida Statutes
6. Chapter 112, Florida Statutes
7. OMB Circular A-87
8. OMB Circular A-133
9. 48 CFR, Part 31

Attachment D

Reports

- A. The Recipient 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 Recipient's 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, Florida Administrative Code, historical budgetary information relating to the Recipient's 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, 2002. **The Historical Information form must be prepared and signed by an official of the County's Finance Office.**
- E. In a format provided by the Department, a proposed staffing summary shall be submitted to the Department not later than December 31, 2002.
- F. If all required reports 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 (9), and Rule 9G-19.014, Florida Administrative Code. "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 Recipient 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 Recipient on the Division's Internet site and **a hard copy will be mailed with a fully executed copy of the Agreement.**

Justification for Advance

Attachment E

Attachment F

Assurances

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

(a) It will comply with:

(1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and

(2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.

(b) It will comply with:

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

(2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C.: 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualified handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;

(3) Executive Order 11246 as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of

employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship;

- (c) The Subgrantee agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), where applicable, which prohibits discrimination by public and private entities on the basis of disability in the areas of employment, public accommodations, transportation, State and local government services, and in telecommunications;
- (h) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to Section 112.313 and Section 112.3135, FS;
- (i) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Section 51 which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities;
- (j) It will comply with the provisions of 18 USC 594, 598, 600-605 (further known as the Hatch Act) which limits the political activities of employees;
- (k) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973 as amended, 42 USC 4002-4107, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;
- (l) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the "Uniform Federal Accessibility Standards," (AS) which is Appendix A to 41 CFR Section 101-19.6 for general type buildings and Appendix A to 24 CFR Part 40 for residential structures. The Subgrantee will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;

- (m) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (U.S.C. 470), Executive Order 11593, 24 CFR Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (16 U.S.C. 469a-1, et seq.) by:
- (1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Section 800.8) by the proposed activity; and
 - (2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.
- (3) abiding by the terms and conditions of the "Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Department of Community Affairs and the Advisory Council on Historic Preservation, (PA)" which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 16 U.S.C. 470f, and implementing regulations in 36 CFR part 800.
- (4) When any of Recipient's projects funded under this Agreement may affect a historic property, as defined in 36 CFR 800.2(e), the Federal Emergency Management Agency (FEMA) may require Recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the **Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards)**, the **Secretary of the Interior's Guidelines for Archeological Documentation (Guidelines)** (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the **Standards**, Recipient agrees to participate in consultations to develop, and, after execution by all parties, to abide by, a written agreement that establishes mitigation and recordation measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.
- (5) Recipient agrees to notify FEMA and the Department if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation for footings and foundations; and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed

by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO's opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise Recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery of archeological data from the property. If Recipient is unable to avoid the archeological property, develop, in consultation with the SHPO, a treatment plan consistent with the **Guidelines** and take into account the Advisory Council on Historic Preservation (Council) publication "Treatment of Archeological Properties." Recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within 15 calendar days of receipt of the treatment plan, FEMA may direct Recipient to implement the treatment plan. If either the Council or the SHPO object, Recipient shall not proceed with the project until the objection is resolved.

(6) Recipient shall notify the Department and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify an HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. Recipient acknowledges that FEMA may require Recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may be eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. Recipient further acknowledges that FEMA may require Recipient to take all reasonable measures to avoid or minimize harm to such property until FEMA concludes consultation with the SHPO. Recipient also acknowledges that FEMA will require, and Recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

(7) Recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, Recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse affect to occur.

(n) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C.: 1681-1683 and 1685 - 1686) which prohibits discrimination on the basis of sex;

- (o) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4521-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- (p) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- (q) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C.: 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;
- (r) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the state Energy Conservation Plan adopted pursuant thereto;
- (s) It will comply with the Laboratory Animal Welfare Act of 1966, 7 U.S.C. 2131-2159, pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this agreement;
- (t) It will comply with Title VIII of the Civil Rights Act of 1968, 42 U.S.C. 2000c and 42 3601-3619, as amended, relating to non-discrimination in the sale, rental, or financing of housing, and Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or nation origin;
- (u) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7642;
- (v) It will comply with the Clean Water Act of 1977, as amended, 42 U.S.C. 7419-7626;
- (w) It will comply with the Endangered Species Act of 1973, 16 U.S.C. 1531-1544;
- (x) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4728-4763;
- (y) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 270;
- (z) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;

- (aa) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 469a, et seq;
- (bb) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;
- (cc) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j, regarding the protection of underground water sources;
- (dd) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs;
- (ee) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;
- (ff) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice);
- (gg) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3510;
- (hh) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-1464; and
- (ii) It will comply with the Fish and Wildlife Coordination Act of 1958; 16 U.S.C. 661-666.
- (jj) With respect to demolition activities, it will:
 1. Create and make available documentation sufficient to demonstrate that the Recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.
 2. Return the property to its natural state as though no improvements had ever been contained there on.

3. Furnish documentation of all qualified personnel, licences and all equipment necessary to inspect buildings located in Recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U. S. Environmental Protection Agency the Florida Department of Environmental Protection and the County Health Department.
4. Provide documentation of the inspection results for each structure to indicate:
 - a. Safety Hazards Present
 - b. Health Hazards Present
 - c. Hazardous Materials Present
5. Provide supervision over contractors or employees employed by Recipient to remove asbestos and lead from demolished or otherwise applicable structures.
6. Leave the demolished site clean, level and free of debris.
7. Notify the Department promptly of any unusual existing condition which hampers the contractors work.
8. Obtain all required permits.
9. Provide addresses and marked maps for each site where water wells or septic tanks are to be closed along with the number of wells located on each site.
10. Comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94 -163).
11. Comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act [42 U.S.C. 1857(h)], Section 508 of the Clean Water Act (33 U.S.1368), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 C.F.R. Part 15). This clause shall be added to any subcontracts.
12. Provide documentation of public notices for demolition activities.



STATE OF FLORIDA
DEPARTMENT OF COMMUNITY AFFAIRS

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

JEB BUSH
Governor

COLLEEN CASTILLE
Secretary

April 14, 2003

**CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

Mr. Thomas Kochheiser, Director
Nassau County Department of
Emergency Services
11 North 14th Street, Box 12
Fernandina Beach, Fl. 32034

2003 APR 21 PM 3:47
**NASSAU COUNTY
EMERGENCY SERVICES**

RE: AWARD LETTER
Agreement # 03BG-04-04-55-01-045

Dear Mr. Kochheiser:

In accordance with Section IV, Modification of Contract, this Award Letter serves as a legal modification to your Base Grant Agreement. This Award Letter provides FEDERAL funds to your County in the amount of **\$26,682**.

Because the Division received an increase in this year's Federal Emergency Management Performance Grant award, we are able to provide **\$955** in ADDITIONAL funds to your county. **These federal funds continue to require a dollar for dollar non-federal match. Please ensure that your County can provide the required additional match before accepting these funds.**

This Award Letter increases your County's total amount of funding under this Agreement to **\$129,878**. You must return the attached budget form (Attachment A-1) showing the anticipated expenditure of the Federal funds. All other terms and conditions of the Agreement shall remain in full force and effect. **Please make this a part of your Agreement file.**

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>

CRITICAL STATE CONCERN FIELD OFFICE
2796 Overseas Highway, Suite 212
Marathon, FL 33050-2227
(305) 289-2402

COMMUNITY PLANNING
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100
(850) 488-2356

EMERGENCY MANAGEMENT
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100
(850) 413-9969

HOUSING & COMMUNITY DEVELOPMENT
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100
(850) 488-7956

Mr. Thomas Kochheiser, Director
Page Two
April 14, 2003

Should the County not wish to accept these additional funds, then the County must provide notice to the Department within (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. This is in accordance with Section IV, Modification of Contract.

Rule 9G-19.006(4), Florida Administrative Code provides for the reallocation of any unspent (State EMPA) Base Grant funds. All funds were utilized by the counties in Fiscal Year 2001-02; therefore, no funds are available for reallocation for Fiscal Year 2002-03.

You may indicate your acceptance of these funds by signing and returning a copy of this Award letter and the attached budget page to Ms. Dee Giles, Department of Community Affairs, Division of Emergency Management, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100.

Respectfully,



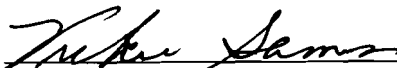
W. Craig Fugate, Director
Division of Emergency Management

WCF/dgs

Attachment

I accept the additional funds and agree to all terms and conditions as set forth in the EMPA Base Grant Agreement.

County: Nassau County


Authorized Official: 

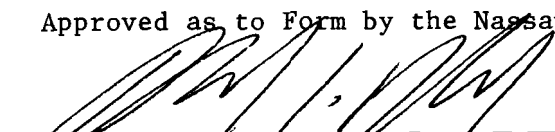
Title: Chairman

Date: May 14, 2003

ATTEST:

Approved as to Form by the Nassau County Attorney


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


Michael S. Mullin

Attachment A-1

Budget

The anticipated expenditures for the Categories listed below are for the Emergency Management Performance (EMPG) **Federal** portion of this subgrant only (Paragraph (16)(a), FUNDING/ CONSIDERATION).

<u>Category</u>	<u>Anticipated Expenditures Amount</u>
Salaries/Fringe Benefits	\$ <u>26,682</u>
Other Personal Services	\$ _____
Expenses	\$ _____
Operating Capital Outlay	\$ _____
Fixed Capital Outlay	\$ _____
Total Federal Funds	\$ <u>26,682</u>

Agenda Request For: May 14, 2003

Department: Department of Emergency Services: Emergency Management

Subject: Emergency Management Preparedness & Assistance Base Grant (EMPA)
– Modification of FY 2002-2003 Contract to add \$26,682 (Agreement #03BG-04-04-55-01-045)

Background: The Emergency Management Preparedness & Assistance Base Grant from the State of Florida was approved on September 30, 2002. The State of Florida has now notified Nassau County of the awarding of the Emergency Management Performance Grant from Federal funds. This will add \$26,683 to the Base Grant funds of \$103,196, or a total of \$129,878 for FY 2002-2003. (Award Notification Letter, Signature Page and Budget attached.)

Financial/Economic Impact to Future Years Budgeting Process or Effect on Citizens: This funding is received annually to support the Emergency Management program, thereby reducing the impact on County funding. A required dollar for dollar non-federal match of \$26,682 is met from Acct. # 01258525.

Action requested and recommendation: Emergency Management requests approval of the Modification of Contract (Agreement #03BG-04-04-55-01-045) to accept \$26,682 to be added to the EMPA Base Grant.

Is this action consistent with the Nassau County Comprehensive Land use Plan?
This project has no impact on land use policies or plans.

Funding Source: [This \$26,682 award should be added to the EMPA Base Grant Account #01253525 for the current Fiscal Year.]

Reviewed by:


Legal

Finance

Coordinator



APPROVED

DATE 5-14-03 

03 APR 24 AM 11:07

SECTION
COUNTY ADMINISTRATORS
OFFICE

Agenda Request For: May 14, 2003

Department: Department of Emergency Services: Emergency Management

Subject: Emergency Management Preparedness & Assistance Base Grant (EMPA)
– Modification of FY 2002-2003 Contract to add \$26,682 (Agreement #03BG-04-04-55-01-045)

Background: The Emergency Management Preparedness & Assistance Base Grant from the State of Florida was approved on September 30, 2002. The State of Florida has now notified Nassau County of the awarding of the Emergency Management Performance Grant from Federal funds. This will add \$26,683 to the Base Grant funds of \$103,196, or a total of \$129,878 for FY 2002-2003. (Award Notification Letter, Signature Page and Budget attached.)

Financial/Economic Impact to Future Years Budgeting Process or Effect on Citizens: This funding is received annually to support the Emergency Management program, thereby reducing the impact on County funding. A required dollar for dollar non-federal match of \$26,682 is met from Acct. # 01258525.

Action requested and recommendation: Emergency Management requests approval of the Modification of Contract (Agreement #03BG-04-04-55-01-045) to accept \$26,682 to be added to the EMPA Base Grant.

Is this action consistent with the Nassau County Comprehensive Land use Plan?
This project has no impact on land use policies or plans.

Funding Source: [This \$26,682 award should be added to the EMPA Base Grant Account #01253525 for the current Fiscal Year.]

Reviewed by:

Legal

Finance

Coordinator

03 APR 25 AM 10:09

COUNTY CLERK
CHIEF

U. S. DEPARTMENT OF HOMELAND SECURITY

FEMA

FOR IMMEDIATE RELEASE

Contact: Debbie Wing
(202) 646-4600

April 18, 2003

Release number: RIV-040-03

**FLORIDA AWARDED \$5.2 MILLION IN DHS FUNDING FOR ALL-HAZARDS
EMERGENCY AND TERRORISM PREPAREDNESS**

WASHINGTON—Tom Ridge, Secretary of the U.S. Department of Homeland Security, today announced that the new Emergency Preparedness and Response Directorate (FEMA) will grant \$5,208,747 to Florida for all-hazards emergency management activities. The total of this funding and previous awards made to the state under continuing resolutions since the beginning of the fiscal year now stands at \$6,870,000 and represents a significant increase in the Emergency Management Performance Grant (EMPG) program, which supports State and local emergency management departments.

“This grant will give Florida and its local communities the flexibility to allocate funds according to risk and vulnerabilities and to address the most urgent State and local needs in disaster mitigation, preparedness, response and recovery,” said Undersecretary for Emergency Preparedness and Response Michael D. Brown. “These grants are further evidence of this administration’s commitment to State and local governments for all-hazards mitigation and preparedness efforts.”

The existence and effectiveness of state and local organizations is critical to the success of all aspects of FEMA’s mission, but especially to disaster response operations. Local emergency managers plan, train, exercise and provide the facilities needed to coordinate all emergency services in response to disasters of all kinds. They also assume the leading role in mitigation program activities, those designed to reduce the vulnerability of communities to all-hazards.

EMPG funding was allocated among the States on the basis of population and with consideration given to risk and vulnerability assessments. FEMA has adopted a method of allocation using current population estimates and base amounts derived from the minimums for local preparedness support included in the USA Patriot Act. The Citizen Corps program and council development is also allowable under the EMPG Program.

The EMPG program, which was first awarded in FY 2000, was intended to consolidate funding streams that FEMA provides to state emergency management departments and agencies.

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