

**MEMORANDUM OF AGREEMENT  
BETWEEN  
NASSAU COUNTY, FLORIDA  
AND  
THE NORTHEAST FLORIDA REGIONAL COUNCIL FOR  
THE PROVISION OF PLANNING SUPPORT FOR THE COUNTY'S STATE  
HOMELAND SECURITY GRANT PROGRAM 2005-2006 CONTRACT WITH  
THE STATE OF FLORIDA.**

This Agreement is entered into on the date specified herein by and between Nassau County, Florida (hereinafter referred to as the "County"), and the Northeast Florida Regional Council (hereinafter referred to as the "Council"), for the provision of planning support for the County's State Homeland Security Grant Program 2005-2006 (hereinafter referred to as the "SHSGP") contract with the State of Florida (State).

It is hereby declared to be in the public interest and the purpose of this Agreement that the County and the Council jointly pledge their intention to cooperatively seek to undertake, perform and complete the Scope of Work as defined in Attachment A in accordance with State and Federal regulations.

Specific areas of agreement to coordinate respective activities are as follows:

**1.0 STAFF SERVICES**

The Council shall provide all staff services to the County for the Scope of Work as identified in Attachment A and made part of this agreement. The Council shall be bound by this Agreement with the County and the requirements of the Florida Department of Community Affairs (DCA) specified in DCA contract number 06-DS-3W-04-55-01-278. The Council shall be responsible for all requirements set forth in the Agreement between DCA and the County.

**2.0 ACCOMPLISHMENT OF THE PROJECT**

The Council shall commence and complete the project with all practical dispatch and in accordance with the provisions herein. The Agreement shall begin when fully executed and shall end on August 15, 2006. This Agreement is extended if the County Agreement with DCA, Paragraph C.3, is extended, consistent with that extension.

**3.0 COMPENSATION**

The base compensation for the Scope of Work described in this contract is provided as a fixed fee. Compensation to the Council shall be in the amount of twenty-seven thousand five hundred dollars (\$27,500.00), and shall consist of the following contract items:

<b>CONTRACT ITEM</b>	<b>TOTAL COST</b>
Local Planning	\$20,000
All Discipline Training	\$7,500
Total	\$27,500

#### **4.0 CONTRACT PERIODS**

The following contract periods define the timeframe for deliverables and compensation stated in this Agreement:

- 1<sup>st</sup> Contract Period - Upon full execution of Agreement – May 1, 2006
- 2<sup>nd</sup> Contract Period – May 1, 2006 – June 30, 2006
- 3<sup>rd</sup> Contract Period - July 1, 2006 – August 15, 2006

The Scope of Work (Attachment A) describes the specific deliverables due in each Contract Period.

#### **5.0 METHOD OF PAYMENT**

The County will pay compensation at the end of each contract period, based on completion of activities identified in the Scope of Work, the submission of all deliverables listed therein within the scheduled time frame, and a determination by the County that the submittal has satisfactorily completed the pertinent activities and deliverables, as approved by the Florida Division of Emergency Management. **The NEFRPC will be paid 25% of the total contract amount at the end of the first period, 50% at the end of the second contract period, and 25% at the end of the third (final) contract period.**

The Council will adhere to the following procedures in requesting payment for its services under this Agreement:

- 5.01 Payment to the Council shall be as identified in Attachment A of this Agreement.
- 5.02 The Primary Contact Person or a finance official of the Council, as to its correctness, will sign the invoice.
- 5.03 A progress report and a financial statement will accompany the invoice.
- 5.04 The invoice will be submitted to the Clerk for approval. When approved a check will be issued by the County to the Council within 45 days of the receipt of the invoice, dependent upon fund reimbursement from the State.
- 5.05 The County may withhold payment until questions of accuracy and correctness are cleared up to the satisfaction of the County. A determination by the County that the Council is performing at an unsatisfactorily level will cause immediate termination of this agreement, based on the terms of Article 10 of this agreement.

**6.0 WORK PRODUCTS**

The Council shall provide one printed copy and digital information (compact disc or similar) of the work products to the County consistent with the DCA contract with the County, Attachment A, Sections I and II.

**7.0 CHANGES OR AMENDMENTS TO THE SCOPE OF WORK**

The provisions of this contract may be modified through a mutually and duly signed written amendment, whereby the Council may furnish additional services which are not provided for in the Scope of Work as set forth in Attachment A. Such modifications of the Scope of Work as are mutually agreed upon, or are necessitated by changes in applicable State rules, shall be incorporated as valid modifications to the contract. The Council will not be responsible for contract maintenance between DCA and the County.

**8.0 COOPERATION**

The following individuals shall be the primary contact persons under this Agreement:

**Nassau County**

Ms. Nancy Freeman, Director  
Nassau County Emergency Management  
96135 Nassau Place, Suite 2  
Yulee, FL 32097  
904-548-4981  
e-mail: [ncem@nassaucountyfl.com](mailto:ncem@nassaucountyfl.com)

**Northeast Florida Regional Council**

Mr. Jeffrey Alexander  
Emergency Preparedness Administrator  
Northeast Florida Regional Council  
6850 Belfort Oaks Place  
Jacksonville, FL 32216  
904-279-0880  
e-mail: [JAlex@nefrpc.org](mailto:JAlex@nefrpc.org)

**9.0 HOLD HARMLESS**

This contract is to be governed by the laws of the State of Florida. The Council understands that this is a sub-contract of an Agreement held by the County with DCA, and that as such the Council is bound by all applicable state and federal laws and regulations, and contract provisions. The Council shall hold DCA and the County harmless against all claims of whatever nature arising out of the Council's performance

of work under this Agreement with the County.

#### **10.0 TERMINATION**

This agreement may be terminated by either party upon thirty (30) days written notice should the other party fail to substantially perform in accordance with the terms of this contract. In the event of termination the Council shall be paid for services performed to termination date, on a proportionate basis. Without waiving their rights to terminate this contract, the County may delay, withhold or adjust payments under this contract, in an attempt to give the other party an opportunity to fulfill its obligations or correct any violation of this contract, but the Council may not delay or withhold its services.

In addition, in the event of termination for any reason prior to completion of all reports and applications contemplated by this contract, the County will pay only for work satisfactorily completed up to that point. The Council reserves the right to complete, at its own expense, such analysis and records as are necessary to place their files in order, and where considered by them as necessary to protect their professional reputation, to complete a report on the services performed to date. Upon termination all finished or unfinished documents, data, correspondence, reports, and maps prepared by Council staff under this contract shall be delivered to the County.

#### **11.0 ADDITIONAL CONSIDERATIONS**

It is not the intent of this Agreement to specify all areas that can or should be effectively coordinated; rather, this Agreement will serve as documentation of minimum compliance with the above sections and more generally to serve as a joint pledge of cooperation realizing the mutual benefit to be derived for effectuating a close and realistic working relationship.

#### **12.0 SUPPLEMENTAL AGREEMENTS**

It is understood and agreed that no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the concurrence of the County and the Council, anything to the contrary in this Agreement notwithstanding.

#### **13.0 THIRD PARTY CONTRACTS**

Except as otherwise authorized in writing by the County, the Council shall not execute any contract or obligate itself in any other manner with any third party with respect to the project.

#### **14.0 AUDIT AND INSPECTION**

The Council shall maintain all books, documents, paper, accounting records and other evidence pertaining to costs incurred in the work and shall make such materials available

at all reasonable times during the period of the Contract, and for a period of five (5) years from the date of final payment under this contract for inspection and/or audit by the County or other pertinent public agency.

**15.0 NONDISCRIMINATION**

- 15.01 Compliance with Regulation. The Council shall comply with federal regulations relative to nondiscrimination in federally assisted programs.
- 15.02 Nondiscrimination. The Council will not discriminate on the grounds of race, color, religion, sex or national origin.
- 15.03 Information and Reports. The Council will provide all information and reports required by the regulations or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County and DCA to be pertinent to ascertain compliance with such regulations, orders and instructions. Where any information required of the Council is in the exclusive possession of another who fails or refuses to furnish this information, the Council shall certify to the County and shall set forth what efforts it has made to obtain this information.
- 15.04 Sanctions for Noncompliance. In the event of the Council's noncompliance with the nondiscrimination provision of this Agreement, the County may impose such contract sanctions, as it may determine to be appropriate.

**16.0 SUCCESSORS AND ASSIGNS**

The County and the Council each binds itself and its partners, successors, executors, administrators, assigns and legal representatives of such party, in respect to all covenants and obligations of this contract.

Nothing herein shall be construed to give any rights hereunder to anyone other than the County and Council.

**17.0 CONTRACT SIGNATURES AND DATE**

This agreement and its referenced attachments constitute all the terms and conditions agreed upon by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date written below.

FOR THE COUNTY:

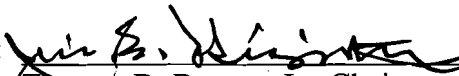
Nassau County

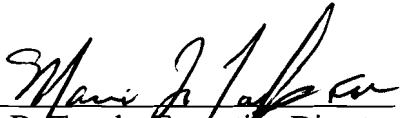
FOR THE COUNCIL:

Northeast Florida

Board of County Commissioners

Regional Council

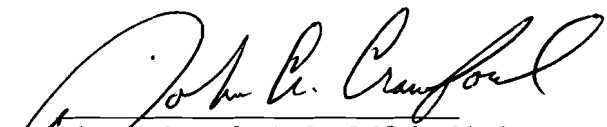
BY:   
Thomas D. Branan, Jr., Chairman  
Nassau County, Florida  
Board of County Commissioners

BY:   
Brian D. Teeple, Executive Director  
Northeast Florida Regional Council

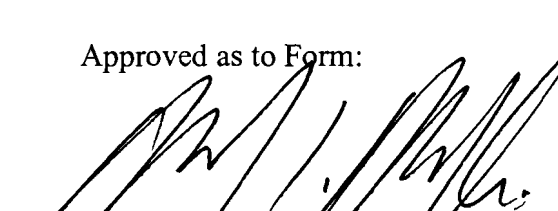
Date: April 12, 2006

Date: 5/2/06

ATTEST:

  
John A. Crawford, Ex-Officio Clerk

Approved as to Form:

  
Michael S. Mullin, County Attorney

**ATTACHMENT A**  
**SCOPE OF WORK**

Funding is provided to perform the following eligible activities as identified in the Office for Domestic Preparedness Fiscal Year 2005 State Homeland Security Grant Program (SHSGP), consistent with the Department of Homeland Security State Strategy. Activities and services for each category are outlined below:

**I. Planning – Total Cost \$20,000:**

A. ***National Incident Management System (NIMS) Integration*** – The Council will assist the County in conducting the National Incident Management System Compliance Assurance Support Tool (NIMCAST) and revise the 2005 Nassau County Comprehensive Emergency Management Plan (CEMP). Based on gaps identified in NIMCAST, the 2005 Nassau County Comprehensive Emergency Management Plan (CEMP) will be revised to fully integrate the Incident Command System. This will include: integration of NIMS terminology in appropriate sections of the CEMP; revision of Emergency Operations Center (EOC) organizational charts and lines of succession; development of local checklists for National Response Plan (NRP) scenarios, and revision of Emergency Support Function (ESF) sections to be consistent with the NIMS organizational structure. ***(Project Cost: \$16,000)***

B. ***Countywide Evacuation Transportation Plan*** – The Council will assist the County in developing an Evacuation Transportation Plan that encompasses all residents of Nassau County. The primary focus of this plan will be a terrorism related event, but it should be adaptable for all-hazards use. ***(Project Cost: \$4,000)***

**II. All Discipline Training – Total Cost \$7,500.**

The Council will, within the limits of funding, coordinate and present Incident Management Team (IMT) Training for the County. The focus of this training will be for Emergency Operations Center (EOC) management, and will include all required NIMS training as well as position-specific training such as planning, logistics, finance/administration and operations. Training will be offered to County employees with assigned responsibilities in the EOC, as identified in the CEMP.

**PAYMENT SCHEDULE**

<b>Contract Period</b>	<b>1<sup>st</sup> (25%)</b>	<b>2<sup>nd</sup> (50%)</b>	<b>3<sup>rd</sup> (25%)</b>	<b>TOTAL</b>
Planning - NIMS	\$4,000	\$8,000	\$4,000	\$16,000
Planning – Transportation	1,000	2,000	1,000	\$4,000
Training - IMT	1,875	3,750	1,875	\$7,500
<b>TOTAL</b>	<b>\$6,875</b>	<b>\$13,750</b>	<b>\$6,875</b>	<b>\$27,500</b>

## **WORK PRODUCTS AND CONTRACT PERIOD DELIVERABLES**

### **I. PLANNING FOR LOCAL AND REGIONAL EFFORTS**

- 1) NIMS Integration (\$16,000)
  - a. Revise the Nassau County CEMP to incorporate NIMS compliant terminology and organizational structure, utilizing NIMCAST and input from County Emergency Management staff.
  - b. Develop NIMS-compliant command and general staff position checklists for the pre-defined National Response Plan (NRP) scenarios.
  
- 2) Evacuation Transportation Plan (\$4,000)
  - a. Develop a Countywide Evacuation Transportation Plan to address the scope of all NRP scenarios, and any additional local hazards that potentially threaten Nassau County. At a minimum, the plan will address activation/de-activation, concept of operations, agency responsibilities, direction and control, coordination and communication, accessible resources, resource management, transportation routes and pick-up points, route schedule and public education component. In addition, it will be consistent with Nassau County Hurricane Evacuation & Re-entry Plan.

### **DELIVERABLES & PAYMENT DISTRIBUTION - \$20,000:**

#### 1<sup>st</sup> Contract Period - Ending on May 1, 2006 - \$5,000

1. Facilitate meetings with designated agency representatives to provide orientation for planning processes and goals. Maintain minutes, list of participants and documentation of steps in the planning processes.
2. Submit outlines of (a) CEMP sections to be developed and revised, and (b) Evacuation Transportation Plan.

#### 2<sup>nd</sup> Contract Period - Ending on June 30, 2006 - \$10,000

1. Submit draft revisions of the CEMP to Nassau County and the Florida Division of Emergency Management prior to June 15, 2006.
2. Submit draft of the Evacuation Transportation Plan prior to June 15, 2006.

#### 3<sup>rd</sup> Contract period - Ending on August 15, 2006 - \$5,000

1. Submit final revision of the CEMP to Nassau County and the Florida Division of Emergency Management prior to August 2, 2006.
2. Submit Final Evacuation and Transportation Plan to Nassau County and the Florida Division of Emergency Management prior to August 2, 2006.
3. Submit to Nassau County documentation of the planning processes, including minutes from all meetings, list of participants and meeting handouts.



## II. All Discipline Training

### 1. Incident Management Team Training

a. A Training committee will be formed composed of representatives from Nassau County Emergency Management (NCEM) staff and County Critical Service Agencies, to develop the training plan. The training plan will be consistent with the Nassau County Incident Management Team Standard Operating Guidelines (IMT-SOG) and will include an evaluation process.

b. Training will involve NCEM staff and representatives from key departments, agencies and organizations with disaster response assignments as defined in the CEMP. Training will be presented through a combination of on-line independent study (NIMS), and site-delivered Incident Command System and position-specific courses. Additional training may include function-specific ODP-approved courses developed by the Florida Division of Emergency Management.

c. A project timeline will be established for the training schedule. This will include projected dates, times, locations, instructors, participants, and training materials. The County will provide a list of invited participants and levels of related training completed prior to February 15, 2006. The Council will coordinate the training schedule based on availability of County personnel.

d. The content of the training will be directed specifically to EOC management and will include cross-training opportunities for Incident Command, Public Information Officer, Liaison Officer, and Section Chief positions. The training will have a heavy emphasis on resource coordination and management, and will be consistent with the State of Florida's resource management system and NIMS Resource Typing Definitions.

e. A final report, consisting of the Training Plan, list of participants and courses completed, and post-training evaluations will be prepared by the Council and presented to the County.

### **DELIVERABLES & PAYMENT DISTRIBUTION - \$7,500**

#### 1<sup>st</sup> Contract Period - Ending May 1, 2006 - \$1,875 (25%)

1. Facilitate organization and meetings of Training Committee.
2. Submit to the County the Training Plan outline, to include objectives of training, potential participants, curriculum, course schedule.
3. Submit training timeline, to include projected schedule and completion levels.

#### 2<sup>nd</sup> Contract Period - Ending June 30, 2006 - \$3,750 (50%)

1. Conduct scheduled training courses.
2. Conduct post-training evaluation to assess effectiveness of training.

3. Submit reports of training conducted to date.

3<sup>rd</sup> Contract period – Ending August 15, 2006 - \$1,875 (25%)

1. Complete scheduled training courses.
2. Conduct post-training evaluation to assess effectiveness of training.
3. Submit final Training Plan and summary of all courses presented to the County, including a matrix of participants and courses completed by each individual, and evaluation of the training sessions.

**NASSAU COUNTY SHSGP PROJECT – FY 2005-2006**

Agreement # \_\_\_\_\_

**INVOICE – \_\_\_\_ Contract Period**

Date: \_\_\_\_\_, 2006

<b>From: Northeast Florida Regional Council</b> 6850 Belfort Oaks Place Jacksonville, FL 32216
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<b>Submitted to: Nassau County Emergency Management</b> 96135 Nassau Place, Suite 2 Yulee, FL 32097 FDEM Contract #06-DS-3W-04-55-01-278
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Invoice Number	Description	Billed To-Date	Paid To-Date	Balance Due
<b>TOTAL PROJECT COST</b>				<b>\$27,500</b>
# _____	25% of Payment due at end of 1 <sup>st</sup> Contract Period.			
# _____	50% of Payment due at end of 2 <sup>nd</sup> Contract Period.			
# _____	25% of Payment due at end of 3 <sup>rd</sup> Contract Period			
<b>TOTAL DUE</b>				
<b>AMOUNT DUE THIS INVOICE</b>				<b>\$</b>

SIGNATURE \_\_\_\_\_  
Northeast Florida Regional Council

SIGNATURE \_\_\_\_\_  
Nassau County

## Budget Detail Worksheet

The Recipient is required to provide a completed budget detail worksheet, to the Division, which accounts for the total award for issue 08 as described in the "Proposed Program Budget".

If any changes need to be made to the "Budget Detail Worksheet", after the execution of this contract, contact the contract manager listed in this contract via email or letter.

Budget Detail Worksheet #08 – Eligible Activities			
Public Education/Outreach			
Develop and implement homeland security support programs and adopt ongoing DHS national initiatives			
Develop and enhance plans and protocols			
Develop or conduct assessments			
Establish, enhance, or evaluate Citizen Corps-related volunteer programs			
Hiring of full or part-time staff or contractors/consultants – <i>(1) NIMCAST Assessment, implementation plan, &amp; integration of NIMS into emergency operating plans; (2) Evacuation Transportation Plan development.</i>	3 plans	(1) NIMCAST, PLAN & EOP- \$16,000 (2) Trans. – 4,000	\$20,000.00
Conferences to facilitate planning activities			
<u>Materials required to conduct planning activities</u>	Office supplies, copies	100.00	100.00
Travel/per diem related to planning activities			
<b>Overtime and backfill costs</b> – Payment of overtime expenses will be for work performed by award (SAA) or sub-award employees in excess of the established work week (usually 40 hours) related to the planning activities for the development and implementation of the programs under HSGP.			
Overtime and backfill funding for emergency preparedness and response personnel attending ODP-sponsored and approved training classes.			
Grantees may also use ODP grant funds to cover overtime and backfill expenses for part-time and volunteer emergency response personnel participating in ODP training.			
<b>Training Workshops and Conferences</b> - <u>Southeast Homeland Security Conference, Savannah Dec. 6-9, 2005</u>	7 registrants	350.00	2,450.00
<b>Full or Part-Time Staff or Contractors/Consultants</b> – <u>Incident Management Team training, to include ICS, Section Chief and IS-800, for 3 County Teams, each with 8 personnel.</u>	5 days	1,500.00	7,500.00

<p><b>Travel</b> - Travel costs (i.e., airfare, mileage, per diem, hotel, etc.) are allowable as expenses by employees who are on travel status for official business related to the planning and conduct of the training project(s) or for attending ODP-sponsored courses – <u><i>Southeast Homeland Security Conference, Savannah, Dec. 6-9, 2007; costs for mileage, per diem and hotel; expenses for additional authorized training.</i></u></p>	<p><b>7 registrants; additional training</b></p>	<p><b>525.00 874.00</b></p>	<p><b>4,549.00</b></p>
<p><b>Supplies</b> - <u><i>Supplies are items that are expended or consumed during the course of the planning and conduct of the training project(s) (e.g., copying paper, gloves, tape, and non-sterile masks).</i></u></p>	<p><b>30 training manuals &amp; other course supplies</b></p>	<p><b>351.00</b></p>	<p><b>351.00</b></p>
<p><b>Other Items</b> - These costs include the rental of space/locations for planning and conducting training, badges, etc.</p>			
<p>A complete list of ODP approved courses may be found at <a href="http://www.ojp.usdoj.gov/odp/docs/Eligible_Federal_Courses.pdf">www.ojp.usdoj.gov/odp/docs/Eligible_Federal_Courses.pdf</a></p>			
<p><b>Exercise Planning Workshop</b> – <u><i>Any costs associated with participation in the Regional Domestic Security Exercise in FY 05-06 will be incorporated in the existing local budget.</i></u></p>			<p><b>-0-</b></p>
<p><b>Full or Part-Time Staff or Contractors/Consultants</b> - Full or part-time staff may be hired to support exercise-related activities. Payment of salaries and fringe benefits must be in accordance with the policies of the state or local unit(s) of government and have the approval of the state or the awarding agency, whichever is applicable. The services of contractors/consultants may also be procured to support the design, development, conduct and evaluation of CBRNE exercises. The applicant's formal written procurement policy or the Federal Acquisition Regulations (FAR) must be followed.</p>			
<p><b>Overtime and backfill costs</b> – Overtime and backfill costs associated with the design, development and conduct of CBRNE exercises are allowable expenses.</p> <p>Grantees may also use ODP grant funds to cover overtime and backfill expenses for part-time and volunteer emergency response personnel participating in ODP exercises.</p>			
<p><b>Travel</b> - Travel costs (i.e., airfare, mileage, per diem, hotel, etc.) are allowable as expenses by employees who are on travel status for official business related to the planning and conduct of the exercise project(s). These costs must be in accordance with state law as highlighted in the <i>OJP Financial Guide</i>. States must also follow state regulations regarding travel. If a state or territory does not have a travel policy they must follow federal guidelines and rates, as explained in the <i>OJP Financial Guide</i>. For further information on federal law pertaining to travel costs please refer to <a href="http://www.ojp.usdoj.gov/FinGuide">http://www.ojp.usdoj.gov/FinGuide</a>.</p>			
<p><b>Supplies</b> - Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise project(s) (e.g., copying paper, gloves, tape, non-sterile masks, and disposable protective equipment).</p>			
<p><b>Other Items</b> - These costs include the rental of space/locations for exercise planning and conduct, exercise signs, badges, etc.</p>			

The scenarios used in SHSGP funded exercises must be terrorism-related and based on the State Homeland Security Strategy and plans. Acceptable scenarios for exercises include: chemical, biological, radiological, nuclear, explosive, cyber and agricultural. A state or local jurisdiction that conducts an exercise using SHSGP funds must follow the HSEEP doctrine and protocols located at <http://www.ojp.usdoj.gov/odp/exercises.htm#hseep>.

<b>Hiring of full-time or part-time staff or contractors/consultants:</b> - <u>Any costs associated with Management and Administration of this grant in FY 05/06 will be incorporated in the existing local budget.</u>			-0-
<b>Hiring of full-time or part-time staff or contractors/consultants and expenses related to:</b> o HSGP pre-application submission management activities and application requirements. o Meeting compliance with reporting/data collection requirements, including data calls.			
<b>Development of operating plans for information collection and processing necessary to respond to DHS/ODP data calls.</b>			
<b>Overtime and backfill costs</b> – Payment of overtime expenses will be for work performed by award (SAA) or sub-award employees in excess of the established work week (usually 40 hours) related to the M&A activities for the development and implementation of the programs under HSGP. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the state or local unit(s) of government and has the approval of the state or the awarding agency, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 pm to 5:00 pm), even though such work may benefit both activities. Fringe benefits on overtime hours are limited to Federal Insurance Contributions Act (FICA), Workers' Compensation and Unemployment Compensation.			
<b>Travel expenses</b>			
<b>Meeting-related expenses</b> (For a complete list of allowable meeting-related expenses, please review the <i>OJP Financial Guide</i> at <a href="http://www.ojp.usdoj.gov/FinGuide">http://www.ojp.usdoj.gov/FinGuide</a> ).			
<b>Acquisition of authorized office equipment</b> , including personal computers, laptop computers, printers, LCD projectors, and other equipment or software which may be required to support the implementation of the homeland security strategy.			
<b>The following are allowable only within the contract period:</b> o Recurring fees/charges associated with certain equipment, such as cell phones, faxes, etc. o Leasing and/or renting of space for newly hired personnel to administer programs within FY05 SHSGP.			
<b>TOTAL</b>			<b>\$34,950.00</b>



STATE OF FLORIDA

DEPARTMENT OF COMMUNITY AFFAIRS

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

JEB BUSH  
Governor

THADDEUS L. COHEN, AIA  
Secretary

2005 DEC -9 PM 2:40  
NASSAU COUNTY  
EMERGENCY MANAGEMENT

December 5, 2005

Ms. Nancy Freeman, Director  
Nassau County Board of  
County Commissioners  
96135 Nassau Place, Suite 2  
Yulee, Florida 32097

Dear Ms. Freeman:

Enclosed is your fully executed Agreement between the Nassau County and the Department of Community Affairs. Under section (13)(c), Notice and Contact, of this Agreement, you have been identified as the Representative of the Recipient responsible for the administration of this Agreement. Therefore, it is your responsibility to thoroughly read, understand and oversee the compliance of all the conditions within this Agreement.

Attached is the complete package of forms identified in Section (7) (a) through (e). It is very important that these reports be fully completed and remitted within the time frames specified under Section (6). Failure to supply this information in a timely manner can cause non-compliance of this Agreement or a delay in processing your reimbursement requests.

If you have any questions in this regard, please contact me at (850) 414-8538 or by e-mail: [Chanda.Brown@dca.state.fl.us](mailto:Chanda.Brown@dca.state.fl.us).

Sincerely,

Chanda D. Brown, Financial Specialist  
Division of Emergency Management  
Grants Section

CDB

Enclosures

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) 289-7407

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

EMERGENCY MANAGEMENT  
2555 Shumard Oak Boulevard  
Tallahassee, FL 32399-2100  
(850) 413-6060

HOUSING & COMMUNITY DEVELOPMENT  
2555 Shumard Oak Boulevard  
Tallahassee, FL 32399-2100  
(850) 488-7070

STATE OF FLORIDA  
DEPARTMENT OF COMMUNITY AFFAIRS  
DIVISION OF EMERGENCY MANAGEMENT  
**CONTRACTUAL FORMS and REQUIREMENTS**

**Semi-Annual Reports - Financial History Report/Semi-Annual Status Report (Form 1 and Form 2):**

1. These reports must be completed in full on a semi-annual basis. **These are required reports and must be submitted no later than 30 days after the end of each period of the program year in order to be considered in compliance with the terms of the contract.**
2. These reports are to include, but not be limited to, the work that has been completed, the work in progress and the timeline of the work left to be completed. If any delays from the original timeline have occurred, specify the reason and revise the completion timeline.
3. If expenditures do not occur during the time frame given, a complete explanation should be given on Form 1 and 2.

**Reimbursement Request (Form 3) and Detail of Claims (Form 4):**

1. These forms are to be filed as needed. It is not necessary to wait until the end of the program year. Complete Form 3 by filling in all items as needed. Do not send blank forms.
2. Submit only those forms for budget categories (e.g. Expenses, Salaries and Benefits, etc.) in which you have incurred expenditures. The Detail of Claims form must accompany the Reimbursement Request form.
3. Do not include back up documentation with these reports unless it is a deliverable that is outlined in the scope of work. Maintain back up documentation as it will be needed when audited.
4. The Reimbursement Request form must be signed by the contract manager or someone with equal authority.
5. Claims are to be submitted to the following address:

DEPARTMENT OF COMMUNITY AFFAIRS9  
DIVISION OF EMERGENCY MANAGEMENT  
BUREAU OF COMPLIANCE PLANNING AND SUPPORT  
FINANCE/GRANTS SECTION  
2555 SHUMARD OAK BOULEVARD  
TALLAHASSEE, FLORIDA 32399-2100

**Close Out Report - (Form 5):**

1. Close Out Reports are due as soon as the final payment has been made and all final expenditures have occurred.
2. The contract cannot be considered closed until the Close Out Report has been received.

**Documentation of project expenditures:**

1. Grantees must maintain documentation of expenditures for a minimum period of five 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.



**DEPARTMENT OF COMMUNITY AFFAIRS  
DIVISION OF EMERGENCY MANAGEMENT  
FINANCIAL HISTORY REPORT/QUARTERLY STATUS REPORT  
Form 1 AND 2**

GRANTEE: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

AGREEMENT # \_\_\_\_\_

(check one) <b><u>SEMI-ANNUAL REPORTING DUE DATES</u></b> _____ July 15th _____ January 15th
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**FINANCIAL HISTORY REPORT  
THIS IS A REQUIRED DOCUMENT AND MUST BE SUBMITTED QUARTERLY**

CUMULATIVE	FUNDS EXPENDED
1. Planning Costs	
2. Organizational Activities Costs	
3. Training Costs	
4. Exercise Costs	
5. Equipment Acquisition Costs	
6. Management and Administration Costs (limited to 2.5% of the total award)	
7. TOTAL EXPENDITURES	

TOTAL PAYMENTS PREVIOUSLY RECEIVED \_\_\_\_\_

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

Signed \_\_\_\_\_  
Contract Manager or Financial Officer

**SEMI-ANNUAL STATUS REPORT  
THIS IS A REQUIRED DOCUMENT AND MUST BE SUBMITTED SEMI-ANNUALLY**

This information must be clearly linked to the project **TIMELINE, DELIVERABLES AND THE SCOPE OF WORK.**  
Report events, progress, delays, etc. that pertain to this project

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(Attach additional pages(s) if needed)

**DEPARTMENT OF COMMUNITY AFFAIRS  
DIVISION OF EMERGENCY MANAGEMENT  
REIMBURSEMENT REQUEST  
FORM 3**

<b>Grantee</b>	<b>Payment date</b>
<b>Address</b>	<b>Payment #</b>
	<b>Phone #</b>
<b>Agreement #</b>	<b>Agreement Amount</b>

**COSTS INCURRED DURING THE PERIOD OF:**         /    /         **through**         /    /    

- |   |    |       |
|---|----|-------|
| 1. Planning Expenditures  | \$ | _____ |
| 2. Organization Activities Expenditures   | \$ | _____ |
| 3. Training Expenditures  | \$ | _____ |
| 4. Exercise Expenditures  | \$ | _____ |
| 5. Equipment Acquisition Expenditures   | \$ | _____ |
| 6. Management and Administration Expenditures<br>(limited to 2.5% of the total award) | \$ | _____ |
| 7. Total Expenditures   | \$ | ===== |

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

Signed \_\_\_\_\_  
Contract Manager or Financial Officer

**TO BE COMPLETED BY DEM STAFF**

<b>AGREEMENT AMOUNT</b>	_____
<b>PREVIOUS PAYMENT(S)</b>	_____
<b>THIS PAYMENT</b>	_____
<b>REMAINING BALANCE</b>	_____

<b>TOTAL AMOUNT TO BE PAID ON THIS INVOICE</b>
_____

**DEPARTMENT OF COMMUNITY AFFAIRS  
DIVISION OF EMERGENCY MANAGEMENT  
DETAIL OF CLAIMS – FORM 4A**

**PLEASE SUBMIT A SEPARATE FORM FOR EACH OF THE FOLLOWING CATEGORIES**

- 1. Planning Expenditures**
- 2. Organization Activities Expenditures**
- 3. Training Expenditures**
- 4. Exercise Expenditures**
- 5. Equipment Acquisition Expenditures**
- 6. Management and Administration Expenditures**  
(limited to 2.5% of the total award)

**CATEGORY** \_\_\_\_\_  
← SELECT CATEGORY FROM LIST

**GRANTEE:** \_\_\_\_\_ **AGREEMENT #** \_\_\_\_\_

COST INCURRED DURING THE PERIOD OF \_\_\_\_\_

VENDOR	DATE PAID	CHECK #	AMOUNT
<b>TOTAL EXPENDITURES</b>			

- 1. FORM MUST BE COMPILED FROM FORM 4b BY CATEGORY**
- 2. FORM MUST ACCOMPANY THE REIMBURSEMENT REQUEST**

**DIVISION OF EMERGENCY MANAGEMENT  
DETAIL OF CLAIMS – FORM 4B**

**THIS FORM IS BACKUP AND MUST ACCOMPANY THE REIMBURSEMENT REQUEST AND DETAIL OF CLAIMS, FORM 4A**

The Recipient is required to provide a completed budget detail worksheet, to the Division, which accounts for the total award for issue 08 as described in the "Proposed Program Budget".

If any changes need to be made to the "Budget Detail Worksheet", after the execution of this contract, contact the contract manager listed in this contract via email or letter.

<b>Allowable Planning Costs</b>	<b>Quantity</b>	<b>Unit Cost</b>	<b>Total Cost</b>
Public Education/Outreach			
Develop and implement homeland security support programs and adopt ongoing DHS national initiatives			
Develop and enhance plans and protocols			
Develop or conduct assessments			
Establish, enhance, or evaluate Citizen Corps-related volunteer programs			
Hiring of full or part-time staff or contractors/consultants to assist with planning activities (not for the purpose of hiring public safety personnel fulfilling traditional public safety duties)			
Conferences to facilitate planning activities			
Materials required to conduct planning activities			
Travel/per diem related to planning activities			
<b>Overtime and backfill costs</b> – Payment of overtime expenses will be for work performed by award (SAA) or sub-award employees in excess of the established work week (usually 40 hours) related to the planning activities for the development and implementation of the programs under HSGP.			
<b>Allowable Training Costs</b>	<b>Quantity</b>	<b>Unit Cost</b>	<b>Total Cost</b>
Overtime and backfill funding for emergency preparedness and response personnel attending ODP-sponsored and approved training classes.			
Grantees may also use ODP grant funds to cover overtime and backfill expenses for part-time and volunteer emergency response personnel participating in ODP training.			
<b>Training Workshops and Conferences</b> - Grant funds may be used to plan and conduct training workshops or conferences to include costs related to planning, meeting space and other meeting costs, facilitation costs, materials and supplies, travel, and training plan development.			
<b>Full or Part-Time Staff or Contractors/Consultants</b> - Full or part-time staff may be hired to support training-related activities. Payment of salaries and fringe benefits must be in accordance with the policies of the state or local unit(s) of government and have the approval of the state or the awarding agency, whichever is applicable. The services of contractors/consultants may also be procured by the state in the design, development, conduct, and evaluation of CBRNE training. The applicant's formal written procurement policy or the Federal Acquisition Regulations (FAR) must be followed.			

<p><b>Travel</b> - Travel costs (i.e., airfare, mileage, per diem, hotel, etc.) are allowable as expenses by employees who are on travel status for official business related to the planning and conduct of the training project(s) or for attending ODP-sponsored courses. These costs must be in accordance with state law as highlighted in the <i>OJP Financial Guide</i>. States must also follow state regulations regarding travel. If a state or territory does not have a travel policy they must follow federal guidelines and rates, as explained in the <i>OJP Financial Guide</i>. For further information on federal law pertaining to travel costs please refer to <a href="http://www.ojp.usdoj.gov/FinGuide">http://www.ojp.usdoj.gov/FinGuide</a>.</p>			
<p><b>Supplies</b> - Supplies are items that are expended or consumed during the course of the planning and conduct of the training project(s) (e.g., copying paper, gloves, tape, and non-sterile masks).</p>			
<p><b>Other Items</b> - These costs include the rental of space/locations for planning and conducting training, badges, etc.</p>			

A complete list of ODP approved courses may be found at [www.ojp.usdoj.gov/odp/docs/Eligible\\_Federal\\_Courses.pdf](http://www.ojp.usdoj.gov/odp/docs/Eligible_Federal_Courses.pdf)

Allowable Exercise Costs	Quantity	Unit Cost	Total Cost
<p><b>Exercise Planning Workshop</b> - Grant funds may be used to plan and conduct an Exercise Planning Workshop to include costs related to planning, meeting space and other meeting costs, facilitation costs, materials and supplies, travel and exercise plan development.</p>			
<p><b>Full or Part-Time Staff or Contractors/Consultants</b> - Full or part-time staff may be hired to support exercise-related activities. Payment of salaries and fringe benefits must be in accordance with the policies of the state or local unit(s) of government and have the approval of the state or the awarding agency, whichever is applicable. The services of contractors/consultants may also be procured to support the design, development, conduct and evaluation of CBRNE exercises. The applicant's formal written procurement policy or the Federal Acquisition Regulations (FAR) must be followed.</p>			
<p><b>Overtime and backfill costs</b> – Overtime and backfill costs associated with the design, development and conduct of CBRNE exercises are allowable expenses.</p> <p>Grantees may also use ODP grant funds to cover overtime and backfill expenses for part-time and volunteer emergency response personnel participating in ODP exercises.</p>			
<p><b>Travel</b> - Travel costs (i.e., airfare, mileage, per diem, hotel, etc.) are allowable as expenses by employees who are on travel status for official business related to the planning and conduct of the exercise project(s). These costs must be in accordance with state law as highlighted in the <i>OJP Financial Guide</i>. States must also follow state regulations regarding travel. If a state or territory does not have a travel policy they must follow federal guidelines and rates, as explained in the <i>OJP Financial Guide</i>. For further information on federal law pertaining to travel costs please refer to <a href="http://www.ojp.usdoj.gov/FinGuide">http://www.ojp.usdoj.gov/FinGuide</a>.</p>			
<p><b>Supplies</b> - Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise project(s) (e.g., copying paper, gloves, tape, non-sterile masks, and disposable protective equipment).</p>			
<p><b>Other Items</b> - These costs include the rental of space/locations for exercise planning and conduct, exercise signs, badges, etc.</p>			

The scenarios used in SHSGP funded exercises must be terrorism-related and based on the State Homeland Security Strategy and plans. Acceptable scenarios for exercises include: chemical, biological, radiological, nuclear, explosive, cyber and agricultural. A state or local jurisdiction that conducts an exercise using SHSGP funds must follow the HSEEP doctrine and protocols located at <http://www.ojp.usdoj.gov/odp/exercises.htm#hseep>.

<p><b>Eligible Management and Administration Costs</b> (management and administration costs may not exceed 2.5% of the Recipient's total award)</p>			
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<p><b>Hiring of full-time or part-time staff or contractors/consultants:</b></p> <ul style="list-style-type: none"> <li>o To assist with the management of FY05 HSGP.</li> <li>o To assist with design, requirements, and implementation of FY05 HSGP.</li> <li>o To assist with the implementation and administration of the State Homeland Security Strategy, as it may relate to the individual grant program.</li> </ul>			
<p><b>Hiring of full-time or part-time staff or contractors/consultants and expenses related to:</b></p> <ul style="list-style-type: none"> <li>o HSGP pre-application submission management activities and application requirements.</li> <li>o Meeting compliance with reporting/data collection requirements, including data calls.</li> </ul>			
<p><b>Development of operating plans for information collection and processing necessary to respond to DHS/ODP data calls.</b></p>			
<p><b>Overtime and backfill costs</b> – Payment of overtime expenses will be for work performed by award (SAA) or sub-award employees in excess of the established work week (usually 40 hours) related to the M&amp;A activities for the development and implementation of the programs under HSGP. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the state or local unit(s) of government and has the approval of the state or the awarding agency, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 pm to 5:00 pm), even though such work may benefit both activities. Fringe benefits on overtime hours are limited to Federal Insurance Contributions Act (FICA), Workers' Compensation and Unemployment Compensation.</p>			
<p><b>Travel expenses</b></p>			
<p><b>Meeting-related expenses</b> (For a complete list of allowable meeting-related expenses, please review the <i>OJP Financial Guide</i> at <a href="http://www.ojp.usdoj.gov/FinGuide">http://www.ojp.usdoj.gov/FinGuide</a>).</p>			
<p><b>Acquisition of authorized office equipment</b>, including personal computers, laptop computers, printers, LCD projectors, and other equipment or software which may be required to support the implementation of the homeland security strategy.</p>			
<p><b>The following are allowable only within the contract period:</b></p> <ul style="list-style-type: none"> <li>o Recurring fees/charges associated with certain equipment, such as cell phones, faxes, etc.</li> <li>o Leasing and/or renting of space for newly hired personnel to administer programs within FY05 SHSGP.</li> </ul>			
<b>TOTAL</b>			

**DEPARTMENT OF COMMUNITY AFFAIRS  
2555 SHUMARD OAK BOULEVARD  
TALLAHASSEE, FLORIDA 32399-2100  
CLOSE-OUT REPORT  
FORM 5**

This Form Should Be Completed And Submitted To The Department No  
Later Than Sixty (60) Days After The Termination Date Of The Agreement

<b>GRANTEE</b>	<b>AGREEMENT #</b>
<b>ADDRESS</b>	<b>AGREEMENT AMOUNT</b>
<b>CITY AND STATE</b>	<b>AGREEMENT PERIOD</b>

(1) COST CATEGORIES	(2) TOTAL EXPENDITURES
1. Planning Costs	
2. Organizational Activities	
3. Training Costs	
4. Exercise Costs	
5. Equipment Acquisition Costs	
6. Management and Administration Costs	
7. TOTAL EXPENDITURES	\$

(3) FUNDS RECEIVED UNDER THIS AGREEMENT Date	(4) Amount
1.	
2.	
3.	
4.	
5.	
6.	
7. TOTAL	

Total Funds Received From The Department  
Of Community Affairs under This  
Agreement (column 4, Line 7)

\_\_\_\_\_

Less Total Grant Award Expenditures  
(Col. 2, Line 7)

\_\_\_\_\_

Equal Balance of Agreement Owed to DCA

\_\_\_\_\_

Refund Due to State?

Yes No

If Yes, Refund Check Enclosed?

Yes No

If No, Enter Date Refund will be submitted

\_\_\_\_\_

Refund and/or final interest check are due no later than ninety (90) days  
after the expiration date of the Agreement.

Make Check Payable to:  
Cashier  
Department of Community Affairs

Mail to:  
Department of Community Affairs  
Division of Emergency Management  
2555 Shumard Oaks Boulevard  
Tallahassee, Florida 32399-2100

Agreement Amount	
Less Total Funds Received under this Agreement (Column 4, Line 7)	
Balance of Agreement	

I hereby certify that the above costs are true and valid costs  
incurred in accordance with the project Agreement, and that  
the matching funds, in-kind or cash, were utilized toward  
the project in this Agreement.

Signed \_\_\_\_\_  
Contract Manager or Financial Officer

Date \_\_\_\_\_

Contract Number: 06-DS-3W-04-55-01-278

CFDA Number: 97.067

**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 REPRESENTATION

A. WHEREAS, the Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein; and

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

C. WHEREAS, the Department has authority pursuant to Florida law to disburse the funds under this Agreement.

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

(1) SCOPE OF WORK.

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

(3) PERIOD OF AGREEMENT.

This Agreement shall begin upon execution by both parties or July 1, 2005, whichever is later, and shall end August 30, 2006, unless terminated earlier in accordance with the provisions of Paragraph (12) of this Agreement.

2005 DEC - 9 PM 2: 10  
NASSAU COUNTY  
EMERGENCY MANAGEMENT



(4) MODIFICATION OF CONTRACT

Either party may request modification of the provisions of this Agreement. Changes which are mutually agreed upon shall be valid only when reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement.

(5) RECORDKEEPING

(a) As applicable, Recipient's performance under this Agreement shall be subject to the federal ACommon 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, and the compliance of all subcontractors or consultants to be paid from funds provided under this Agreement, for a period of five years from the date the audit report is issued, and shall allow the Department or its designee, Chief Financial Officer, 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, Chief Financial Officer, 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) The Recipient shall maintain all records for the Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including supporting documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - 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) 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 \$500,000 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 this Paragraph 6 (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 \$500,000 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 \$500,000 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  
Bureau of Preparedness and Response  
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 10<sup>th</sup> 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) 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  
Grants Administration Unit  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100

(g) 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.

(h) 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.

(i) 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.

(j) 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, Fla. Stat. The IPA shall state that the audit complied with the applicable provisions noted above. The audit must be submitted to the Department no later than seven (7) months from the end of the Recipient's fiscal year.

(7) REPORTS

(a) At a minimum, the Recipient shall provide the Department with semi-annual reports, and with a close-out report. These reports shall include the current status and progress by the Recipient and all subrecipients and subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to such other information as requested by the Department.

(b) Semi-annual reports are due to be received by the Department no later than 30 days after the end of each period of the program year and shall continue to be submitted each period until submission of the administrative close-out report. The ending date for the period of the program year is December 31.

(c) The close-out report is due 60 days after termination of this Agreement or upon completion of the activities contained in this Agreement, whichever first occurs.

(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 (11) REMEDIES. "Acceptable to the Department" means that the work product was completed in accordance with the Budget and Scope of Work.

(e) 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.

(8) MONITORING.

The Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors, subrecipients and consultants who are paid from funds provided under this Agreement, to ensure that time schedules are met, the Budget and Scope of Work is accomplished within the specified

time periods, and other performance goals stated in this Agreement are achieved. Such review shall be made for each function or activity set forth in Attachment A to this Agreement, and reported in the semi-annual report.

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised and Section 215.97, Fla. Stat. (see Paragraph (6) AUDIT REQUIREMENTS, above ), 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 all 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 Recipient throughout the contract term to ensure timely completion of all tasks.

(9) LIABILITY

(a) Unless Recipient is a State agency or subdivision, as defined in Section 768.28, Fla. Stat., the Recipient shall be solely responsible to parties with whom it shall deal in carrying out the terms of this agreement, and shall hold 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, Fla. Stat., agrees to be fully responsible to the extent provided by Section 768.28 Fla. Stat. 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.

(10) DEFAULT.

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 in Paragraph (11), 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:

(a) 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 obligations, 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;

(b) If any material adverse change shall occur in the financial condition of the Recipient at any time during the term of this Agreement, 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.

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

(d) If the Recipient has failed to perform and complete in timely fashion any of its obligations under this Agreement.

(11) REMEDIES.

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 cure within said thirty (30) day period, exercise any one or more of the following remedies, either concurrently or consecutively:

(a) 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 (13) herein;

(b) Commence an appropriate legal or equitable action to enforce performance of this Agreement;

(c) Withhold or suspend payment of all or any part of a request for payment;

(d) Exercise any corrective or remedial actions, to include but not be limited to:

1. requesting additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

2. issuing a written warning to advise that more serious measures may be taken if the situation is not corrected,

3. advising the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

4. requiring the Recipient to reimburse the Department for the amount of costs incurred for any items determined to be ineligible;

(e) Require that the Recipient return to the Department any funds which were used for ineligible purposes under the program laws, rules and regulations governing the use of funds under this program.

(f) Exercise any other rights or remedies which may be otherwise available under law.

(g) The pursuit of any one of the above remedies shall not preclude the Department from pursuing any other remedies contained herein or otherwise provided at law or in equity. 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.

(12) TERMINATION.

(a) 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, Fla. Stat., as amended.

(b) The Department may terminate this Agreement when it determines, in its sole discretion, that the continuation of the Agreement would not produce beneficial results commensurate



with the further expenditure of funds, by providing the Recipient with thirty (30) calendar days prior written notice.

(c) The parties may agree to terminate this Agreement for their mutual convenience as evidenced by written amendment of this Agreement. The amendment shall establish the effective date of the termination and the procedures for proper closeout of the Agreement.

(d) In the event that this Agreement is terminated, the Recipient will not incur new obligations for the terminated portion of the Agreement after the Recipient has received the notification of termination. The Recipient will cancel as many outstanding obligations as possible. Costs incurred after the date of receipt of notice of the termination will be disallowed. 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.

(13) 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. Chanda D. Brown, Financial Specialist  
Department of Community Affairs  
Division of Emergency Management  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100  
Telephone: 850-414-8538  
Fax: 850-488-7842  
Email: [chanda.brown@dca.state.fl.us](mailto:chanda.brown@dca.state.fl.us)

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

Nancy Freeman, Director  
Nassau County Emergency Management  
96135 Nassau Place, Suite 2  
Yulee, Florida 32097  
Telephone: 904-548-4980  
Fax: 904-491-3628  
Email: [ncem@nassaucountyfl.com](mailto: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 (13)(a) above.

(14) SUBCONTRACTS

If the Recipient subcontracts any or all of the work required under this Agreement, a copy of the unsigned subcontract must be forwarded to the Department for review and approval prior to execution of the subcontract by the Recipient. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) 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. Each subcontractor's progress in performing its work under this Agreement shall be documented in the semi-annual report submitted by the Recipient.

For each subcontract, the Recipient shall provide a written statement to the Department as to whether that subcontractor is a minority vendor.

(15) TERMS AND CONDITIONS

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

(16) 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 and Scope of Work

Attachment B – Program Statutes and Regulations

Attachment C – Justification of Advance

Attachment D – Warranties and Representations

Attachment E – Certification Regarding Debarment

Attachment F – Assurances

(17) 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 \$34,950 subject to the availability of funds.

(b) Any advance payment under this Agreement is subject to Section 216.181(16), Fla.Stat., and is contingent upon the Recipient's acceptance of the rights of the Department under Paragraph (12)(b) of this Agreement. 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 C. Attachment C will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds.

1.  No advance payment is requested.

2.  An advance payment of \$ is requested.

(c) After the initial advance, if any, payment shall be made on a reimbursement basis as needed. The Recipient agrees to expend funds in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

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, all obligations on the part of the Department to make any further payment of funds hereunder shall terminate, and the Recipient shall submit its closeout report within thirty (30) days of receipt of notice from the Department.

(18) REPAYMENTS

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 Section 215.34(2), Fla. Stat., 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.

(19) VENDOR PAYMENTS.

Pursuant to Section 215.422, Fla. Stat., 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) Fla. Stat. 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.

(20) STANDARD CONDITIONS

(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) 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 list or on the discriminatory vendor list.

(g) An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide 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 award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

(h) With respect to any Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, by signing this Agreement, the Recipient certifies, to the best of its knowledge and belief, that it and its principals:

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;

2. have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph 20(h)2. of this certification; and

4. have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

Where the Recipient is unable to certify to any of the statements in this certification, such Recipient shall attach an explanation to this Agreement.

In addition, the Recipient shall submit to the Department (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment H) for each prospective subcontractor which Recipient intends to fund under this Agreement. Such form must be received by the Department prior to the Recipient entering into a contract with any prospective subcontractor.

(i) The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with Chapter 216, Fla. Stat. or the Florida Constitution.

(j) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

(k) If otherwise allowed under this Agreement, all bills for any travel expenses shall be submitted in accordance with Section 112.061, Fla. Stat.

(l) The Department of Community Affairs 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, Fla. Stat., and made or received by the Recipient in conjunction with this Agreement.

(m) 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.

(n) 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.

(21) 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 representation 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.

(22) 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 accrue during performance of the Agreement.

(23) LEGAL AUTHORIZATION.

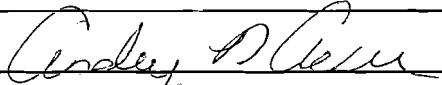
The Recipient certifies with respect to this Agreement that it possesses the legal authority to receive the funds to be provided under this Agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this Agreement with all covenants 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.

(24) ASSURANCES.

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

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

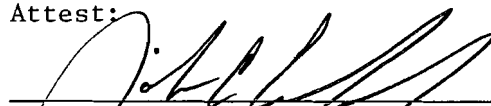
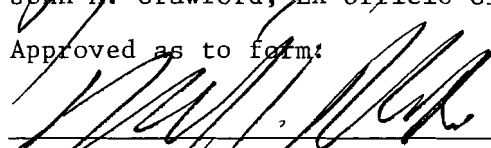
Recipient:  
Nassau County Board of County Commissioners

BY: 

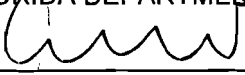
Name and title: Ansley N. Acree, Chairman

Date: 10-12-05

SAMAS # \_\_\_\_\_ FID# 59-1863042

Attest:  
  
John A. Crawford, Ex-Officio Clerk  
Approved as to form:  
  
Michael S. Mullin, County Attorney

STATE OF FLORIDA DEPARTMENT OF COMMUNITY AFFAIRS

BY: 

Name and Title: W. Craig Fugate, Director of Emergency Management

Date: 12/5/05

**EXHIBIT – 1**

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

*NOTE: If the resources awarded to the recipient represent more than one Federal program, provide the same information shown below for each Federal program and show total Federal resources awarded.*

Federal Program Department of Homeland Security, Office of Domestic Preparedness  
CFDA # 97.067  
\$34,950

*NOTE: If the resources awarded to the recipient represent more than one Federal program, list applicable compliance requirements for each Federal program in the same manner as shown below.*

Federal Program:

List applicable compliance requirements as follows: N/A

1. *First applicable compliance requirement (e.g., what services/purposes resources must be used for).*
2. *Second applicable compliance requirement (e.g., eligibility requirements for recipients of the resources).*
3. *Etc.*

*NOTE: Instead of listing the specific compliance requirements as shown above, the State awarding agency may elect to use language that requires the recipient to comply with the requirements of applicable provisions of specific laws, rules, regulations, etc. For example, for Federal Program 1, the language may state that the recipient must comply with a specific law(s), rule(s), or regulation(s) that pertains to how the awarded resources must be used or how eligibility determinations are to be made. The State awarding agency, if practical, may want to attach a copy of the specific law, rule, or regulation referred to.*

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

## Attachment A

### Budget and Scope of Work

#### Proposed Program Budget

Below is a general budget which outlines eligible categories and their allocation under this award. The Recipient is to utilize the "Proposed Program Budget" as a guide for completing the "Budget Detail Worksheet" below.

- No more than 2.5% of the total award may be expended on Management and Administration costs by the Recipient.
- At the discretion of the Recipient, funds allocated to Management and Administration (as described in the "Proposed Program Budget") may be put towards Programmatic costs instead.
- The transfer of funds between planning, training, exercises and management & administration is permitted, for this contract only, whereas management & administration costs do not exceed 2.5% of the Recipient's total award.

Grant	Recipient Agency	Category	Amount Allocated
State Homeland Security Grant Program – Issue 08	Nassau County Emergency Management	Planning	\$34,076
		Training	
		Exercises	
		Management & Administration (the dollar amount which corresponds to 2.5% of the total award is shown in the column on the right)	\$874
<b>Total Award</b>		<b>\$34,950</b>	

## Budget Detail Worksheet

The Recipient is required to provide a completed budget detail worksheet, to the Division, which accounts for the total award for issue 08 as described in the "Proposed Program Budget".

If any changes need to be made to the "Budget Detail Worksheet", after the execution of this contract, contact the contract manager listed in this contract via email or letter.

<b>Budget Detail Worksheet #08 – Eligible Activities</b>			
Allowable Planning Costs	Quantity	Unit Cost	Total Cost
Public Education/Outreach			
Develop and implement homeland security support programs and adopt ongoing DHS national initiatives			
Develop and enhance plans and protocols			
Develop or conduct assessments			
Establish, enhance, or evaluate Citizen Corps-related volunteer programs			
Hiring of full or part-time staff or contractors/consultants – <i>(1) NIMCAST Assessment, implementation plan, &amp; integration of NIMS into emergency operating plans; (2) Evacuation Transportation Plan development.</i>	3 plans	(1) NIMCAST, PLAN & EOP- \$16,000 (2) Trans. – 4,000	\$20,000.00
Conferences to facilitate planning activities			
<i>Materials required to conduct planning activities</i>	Office supplies, copies	100.00	100.00
Travel/per diem related to planning activities			
<b>Overtime and backfill costs</b> – Payment of overtime expenses will be for work performed by award (SAA) or sub-award employees in excess of the established work week (usually 40 hours) related to the planning activities for the development and implementation of the programs under HSGP.			
Allowable Training Costs	Quantity	Unit Cost	Total Cost
Overtime and backfill funding for emergency preparedness and response personnel attending ODP-sponsored and approved training classes.  Grantees may also use ODP grant funds to cover overtime and backfill expenses for part-time and volunteer emergency response personnel participating in ODP training.			
<b>Training Workshops and Conferences</b> - <i>Southeast Homeland Security Conference, Savannah Dec. 6-9, 2005</i>	7 registrants	350.00	2,450.00
<b>Full or Part-Time Staff or Contractors/Consultants</b> – <i>Incident Management Team training, to include ICS, Section Chief and IS-800, for 3 County Teams, each with 8 personnel.</i>	5 days	1,500.00	7,500.00

Travel - Travel costs (i.e., airfare, mileage, per diem, hotel, etc.) are allowable as expenses by employees who are on travel status for official business related to the planning and conduct of the training project(s) or for attending ODP-sponsored courses – <u>Southwest Homeland Security Conference, Savannah, Dec. 6-9, 2007, costs for mileage, per diem and hotel; expenses for additional authorized training.</u>	7 registrants; additional training	525.00 874.00	4,549.00
Supplies - <u>Supplies are items that are expended or consumed during the course of the planning and conduct of the training project(s) (e.g., copying paper, gloves, tape, and non-sterile masks).</u>	30 training manuals & other course supplies	351.00	351.00
Other Items - These costs include the rental of space/locations for planning and conducting training, badges, etc.			

A complete list of ODP approved courses may be found at [www.ojp.usdoj.gov/odp/docs/Eligible\\_Federal\\_Courses.pdf](http://www.ojp.usdoj.gov/odp/docs/Eligible_Federal_Courses.pdf)

Allowable Exercise Costs	Quantity	Unit Cost	Total Cost
Exercise Planning Workshop – <u>Any costs associated with participation in the Regional Domestic Security Exercise in FY 05-06 will be incorporated in the existing local budget.</u>			-0-
Full or Part-Time Staff or Contractors/Consultants - Full or part-time staff may be hired to support exercise-related activities. Payment of salaries and fringe benefits must be in accordance with the policies of the state or local unit(s) of government and have the approval of the state or the awarding agency, whichever is applicable. The services of contractors/consultants may also be procured to support the design, development, conduct and evaluation of CBRNE exercises. The applicant's formal written procurement policy or the Federal Acquisition Regulations (FAR) must be followed.			
Overtime and backfill costs – Overtime and backfill costs associated with the design, development and conduct of CBRNE exercises are allowable expenses.  Grantees may also use ODP grant funds to cover overtime and backfill expenses for part-time and volunteer emergency response personnel participating in ODP exercises.			
Travel - Travel costs (i.e., airfare, mileage, per diem, hotel, etc.) are allowable as expenses by employees who are on travel status for official business related to the planning and conduct of the exercise project(s). These costs must be in accordance with state law as highlighted in the <i>OJP Financial Guide</i> . States must also follow state regulations regarding travel. If a state or territory does not have a travel policy they must follow federal guidelines and rates, as explained in the <i>OJP Financial Guide</i> . For further information on federal law pertaining to travel costs please refer to <a href="http://www.ojp.usdoj.gov/FinGuide">http://www.ojp.usdoj.gov/FinGuide</a> .			
Supplies - Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise project(s) (e.g., copying paper, gloves, tape, non-sterile masks, and disposable protective equipment).			
Other Items - These costs include the rental of space/locations for exercise planning and conduct, exercise signs, badges, etc.			

The scenarios used in SHSGP funded exercises must be terrorism-related and based on the State Homeland Security Strategy and plans. Acceptable scenarios for exercises include: chemical, biological, radiological, nuclear, explosive, cyber and agricultural. A state or local jurisdiction that conducts an exercise using SHSGP funds must follow the HSEEP doctrine and protocols located at <http://www.ojp.usdoj.gov/odp/exercises.htm#hseep>.

Eligible Management and Administration Costs (management and administration costs may not exceed 2.5% of the Recipient's total award)			
Hiring of full-time or part-time staff or contractors/consultants: - <u>Any costs associated with Management and Administration of this grant in FY 05/06 will be incorporated in the existing local budget.</u>			-0-
Hiring of full-time or part-time staff or contractors/consultants and expenses related to: o HSGP pre-application submission management activities and application requirements. o Meeting compliance with reporting/data collection requirements, including data calls.			
Development of operating plans for information collection and processing necessary to respond to DHS/ODP data calls.			
Overtime and backfill costs – Payment of overtime expenses will be for work performed by award (SAA) or sub-award employees in excess of the established work week (usually 40 hours) related to the M&A activities for the development and implementation of the programs under HSGP. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the state or local unit(s) of government and has the approval of the state or the awarding agency, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 pm to 5:00 pm), even though such work may benefit both activities. Fringe benefits on overtime hours are limited to Federal Insurance Contributions Act (FICA), Workers' Compensation and Unemployment Compensation.			
Travel expenses			
Meeting-related expenses (For a complete list of allowable meeting-related expenses, please review the <i>OJP Financial Guide</i> at <a href="http://www.ojp.usdoj.gov/FinGuide">http://www.ojp.usdoj.gov/FinGuide</a> ).			
Acquisition of authorized office equipment, including personal computers, laptop computers, printers, LCD projectors, and other equipment or software which may be required to support the implementation of the homeland security strategy.			
The following are allowable only within the contract period: o Recurring fees/charges associated with certain equipment, such as cell phones, faxes, etc. o Leasing and/or renting of space for newly hired personnel to administer programs within FY05 SHSGP.			
<b>TOTAL</b>			<b>\$34,950.00</b>

## Scope of Work

Funding is provided to perform eligible activities as identified in the Office for Domestic Preparedness Fiscal Year 2005 State Homeland Security Grant Program (SHSGP), consistent with the Department of Homeland Security State Strategy. Eligible activities are outlined in the Scope of Work for each category below:

### I. Categories and Eligible Activities

#### 08. Planning, Training and Exercises for Local and Regional Efforts

FY2005 SHSGP, Issue 08b, allowable costs are divided into the following categories: **planning, training and exercises**. In addition, **management and administration costs** are also allowable. Management and administration costs may not exceed 2.5% of the Recipient's total award.

#### A. Planning

**Developing and implementing homeland security support programs and adopting DHS national initiatives** including but not limited to the following:

- Costs associated with implementing and adopting HSPD-8 initiatives
- Costs associated with implementing and adopting NIMS
- Costs associated with modifying existing incident management and EOPs to ensure proper alignment with the NRP coordinating structures, processes, and
- Establishing or enhancing mutual aid agreements
- Developing communications and interoperability protocols and solutions
- Conducting local, regional, and tribal program implementation meetings
- Developing or updating resource inventory assets in accordance to typed resource definitions issued by the NIC
- Designing state and local geospatial data systems
- Developing related critical infrastructure terrorism prevention activities including:
  - Planning to enhance security during heightened alerts, during terrorist incidents, and/or during mitigation and recovery
  - Public information/education: printed and electronic materials, public service announcements, seminars/town hall meetings, web postings coordinated through local Citizen Corps Councils
  - Citizen Corps activities in communities surrounding critical infrastructure sites, including Neighborhood Watch, VIPS, and other opportunities for citizen participation
  - Evaluating CIP security equipment and/or personnel requirements to protect and secure sites
  - CIP cost assessments, including resources (financial, personnel, etc.) required for security enhancements/deployments.

**Developing and enhancing plans and protocols**, including but not limited to:

- Developing or enhancing EOPs and operating procedures
- Developing terrorism prevention/deterrence plans
- Developing plans, procedures, and requirements for the management of infrastructure and resources related to HSGP and implementation of State or Urban Area Homeland Security Strategies
- Developing or enhancing border security plans
- Developing or enhancing cyber security plans
- Developing or enhancing cyber risk mitigation plans
- Developing or enhancing agriculture/food security risk mitigation, response, and recovery plans
- Developing public/private sector partnership emergency response, assessment, and resource sharing plans
- Developing or updating local or regional communications plans
- Developing plans to support and assist special needs jurisdictions, such as port authorities and rail and mass transit agencies
- Developing or enhancing continuity of operations and continuity of government plans
- Developing or enhancing existing catastrophic incident response and recovery plans to include and integrate federal assets provided under the NRP.

**Developing or conducting assessments**, including but not limited to:

- Conducting point vulnerability assessments at critical infrastructure sites/key assets and develop remediation/security plans
- Conducting cyber risk and vulnerability assessments
- Conducting assessments and exercises of existing catastrophic incident response and recovery plans and capabilities to identify critical gaps that cannot be met by existing local and state resources
- Activities which directly support the identification of specific catastrophic incident priority response and recovery projected needs



- Activities which directly support the identification and advance preparation of pre-designated temporary housing sites; for example:
  - Conducting assessments and studies to identify qualified candidate sites
  - Obtaining accurate site surveys and existing utility information
  - Coordinating zoning requirements and necessary permits and/or waivers
  - Coordinating environmental impact requirements related to a selected site
  - Coordinating historic preservation requirements related to a selected site.

**B. Training**

Allowable training-related costs include: 1) establishment of CBRNE terrorism and cyber security training programs within existing training academies, universities or junior colleges; and 2) overtime and backfill costs associated with attendance at ODP-sponsored and ODP approved CBRNE and cyber security training courses. The target audience for training courses include emergency preparedness, prevention and response personnel, emergency managers and public/elected officials within the following disciplines: fire service, law enforcement, emergency management, emergency medical services, hazardous materials, public works, public health, health care, public safety communications, governmental administrative, cyber security, and private security providers. In order to deliver these courses, state and local instructors must be certified to deliver the course by successfully completing ODP train-the-trainer course delivery. Detailed descriptions of ODP courses are included in the *ODP CBRNE Training Course Catalog* at <http://www.ojp.usdoj.gov/odp/docs/coursecatalog.pdf>.

**C. Exercises**

Exercises conducted with ODP support (grant funds or direct support) must be managed and executed in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP). HSEEP Volumes I-III contain guidance and recommendations for designing, developing, conducting, and evaluating exercises. HSEEP Volumes I-III can be found at ODP's website at <http://www.ojp.usdoj.gov/odp/exercises.htm>. Volume IV, which contains sample exercise materials and documents, can be found on ODP's Secure Portal at <https://odp.esportals.com> or <http://www.his.gov>.

**Exercise Scenarios.** The scenarios used in SHSGP-funded exercises must be terrorism-related and based on the State or Urban Area Homeland Security Strategy and plans. Acceptable scenarios for exercises include: chemical, biological, radiological, nuclear, explosive, cyber and agricultural. Grantees that need further clarification on scenarios should consult with their State Exercise Manager for assistance and/or approval. Fifteen all-hazards National Planning Scenarios, including 12 terrorism scenarios, have been developed, and will be made available for use in national, federal, state, and local homeland security preparedness activities (See *HSPD-8: National Preparedness* on page 49). Citizen participation in exercises is encouraged to include backfilling non-professional tasks for first responders deployed on exercise, administrative and logistical assistance with exercise implementation, and providing simulated victims, press, and members of the public. Citizen participation in exercises should be coordinated with local Citizen Corps Council(s). If a state or urban area will be hosting an upcoming special event (e.g., Superbowl, G-8 Summit, etc.), or they anticipate that they will apply to be a venue for a future Top Officials (TOPOFF) exercise, they should plan to use SHSP or UASI funding to fund training and exercise activities in preparation for that event.

All tabletop exercises (TTXs), drills, functional exercises (FEs), and full-scale exercises (FSEs) will be evaluated and performance based. An After Action Report (AAR) and Improvement Plan will be prepared and submitted to the State following every TTX, drill, FE, and FSE. AAR/IPs must be provided to the State within 30 days following completion of each exercise (see HSEEP Volume II, Appendix A).

**D. Management and Administration - no more than 2.5% of each sub-recipient's total award may be expended on Management and Administration costs by the sub-recipients**

**Hiring of full-time or part-time staff or contractors/consultants:**

- To assist with the management of the FY2005 SHSGP
- To assist with design, requirements and the implementation of the FY2005 SHSGP
- To assist with the implementation and administration of the State Homeland Security Strategy, as it may relate to the FY2005 SHSGP

**Hiring of full-time or part-time staff or contractors/consultants and expenses related to:**

- Meeting compliance reporting/data collection requirements, including data calls

**Development of operating plans for information collection and processing necessary to respond to DHS/ODP data calls**

**Overtime and backfill costs** - Payment of overtime expenses will be for work performed by award (SAA) or sub-award employees in excess of the established work week (usually 40 hours) related to the M&A activities for the development and implementation of the programs under HSGP. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the state or local unit(s) of government and has the approval of the state or the awarding agency, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 pm to 5:00 pm),

even though such work may benefit both activities. Fringe benefits on overtime hours are limited to Federal Insurance Contributions Act (FICA), Workers' Compensation and Unemployment Compensation.

#### **Travel expenses**

**Meeting-related expenses** (For a complete list of allowable meeting-related expenses, please review the OJP Financial Guide at <http://www.oip.usdoj.gov/FinGuide>).

#### **Acquisition of authorized office equipment, including:**

- Personal computers
- Laptop computers
- Printers
- LCD projectors, and
- Other equipment or software which may be required to support the implementation of the homeland security strategy

#### **The following are allowable only within the period of performance of the contract:**

- Recurring fees/charges associated with certain equipment, such as cell phones, faxes, etc.
- Leasing and/or renting of space for newly hired personnel to administer programs within the FY2005 SHSGP

#### **E. Unauthorized Expenditures**

- Expenditures for items such as general-use software (word processing, spreadsheet, graphics, etc.)
- General-use computers and related equipment
- General-use vehicles
- Licensing fees
- Weapons systems and ammunition
- Construction or renovation of facilities that would have been reasonably necessary due to non-terrorist threats
- Activities unrelated to the completion and implementation of the SHSGP
- Other items not in accordance with the Authorized Equipment List or previously listed as allowable costs
- Recurring Costs
- Funding may not be used to supplant ongoing, routine public safety activities of state and local emergency responders, and may not be used to hire staff for operational activities or backfill.

#### **F. Overtime and Backfill Guidance**

**Overtime:** Expenses incurred by those personnel who, as a result of ODP-approved activities, are performing over and above their normal, scheduled work hours or work week.

**Backfill (also called Overtime as Backfill):** Expenses incurred by those personnel who are working over and above their normal, scheduled work hours, or work week, in order to perform the duties of other personnel who are temporarily assigned to ODP-approved activities outside their core responsibilities. The OJP OC does not distinguish between Overtime and Overtime as Backfill – they are both viewed as overtime regardless of whether the individual has performed more hours in their normally assigned place of duty or if the overtime accrued as a result of being re-assigned to a different place of duty. Overtime and backfill do not result in an increase of full-time employees (FTEs).

## **II. National Preparedness Initiatives**

Urban Areas are strongly encouraged to pay close attention to the language in these sections in order to stay abreast of initiatives being highlighted by DHS and to comply with associated program requirements.

### **A. National Incident Management System (NIMS)**

NIMS provides a consistent nationwide approach for federal, state, territorial, tribal, and local governments to work effectively and efficiently together to prepare for, prevent, respond to, and recover from domestic incidents, regardless of cause, size or complexity. Since FY2005 is a critical year for initial NIMS adoption, the Recipient should start now by prioritizing FY2005 preparedness assistance (in accordance with the eligibility and allowable uses of the grant) to facilitate its implementation.

#### **1. Minimum FY2005 NIMS Compliance Requirements**

- Incorporating NIMS into existing training programs and exercises;
- Ensuring that federal preparedness funding supports NIMS implementation (in accordance with the eligibility and allowable uses of the grants);
- Incorporating NIMS into emergency operations planning;
- Promotion of mutual aid agreements; and,
- Institutionalizing the use of the Incident Command System (ICS).

#### **2. Local units of government should support NIMS implementation by:**

- **Having relevant personnel complete the NIMS Awareness Course: "National Incident Management System (NIMS), An Introduction" IS 700.** This independent study course is available on-line and will take between forty-five minutes to three hours to complete. The course is available on the Emergency Management Institute web page at: <http://training.fema.gov/EMIWeb/IS/is700.asp>
  - **Formally recognizing NIMS and adopting NIMS principles and policies.** The NIC will provide sample language and templates to assist in formally adopting NIMS through legislative and/or executive/administrative means.
  - **Establish a NIMS baseline by determining which NIMS requirements are already satisfied.** The NIC is developing a web-based self-assessment system, the NIMS Capability Assessment Support Tool (NIMCAST) to evaluate their incident response and management capabilities. The NIC is currently piloting the NIMCAST with a limited number of states. Upon completion of the pilot, the NIC will provide all potential future users with voluntary access to the system. Additional information about the NIMCAST tool will be provided later this year.
  - **Establishing a timeframe and developing a strategy for full NIMS implementation.** Transit systems are encouraged to achieve full NIMS implementation during FY 2005. To the extent that full implementation is not possible during FY 2005, federal preparedness assistance must be leveraged to complete NIMS implementation in FY 2006. By FY 2007, federal preparedness assistance will be conditioned upon full compliance with NIMS.
  - **Institutionalizing the use of the ICS.** Transit systems that are not already using ICS, must institutionalize the use of ICS (consistent with the concepts and principles taught by DHS) across the entire response system.
3. **FY 2006 and FY 2007 Requirements**  
 In order for the Division to receive FY2006 preparedness funding, the minimum FY2005 compliance requirements described above must be met. Additional information about NIMS compliance and resources for achieving compliance will be forthcoming from the NIC. The NIC web page, <http://www.fema.gov/nims>, will be updated regularly with NIMS information and implementation guidance.

III. **Reporting Requirements**

A. **Semi-Annual Programmatic Reporting:**

The Semi-Annual Programmatic Report is due within 15 days after the end of the reporting periods (June 30 and December 31) for the life of this contract. If a report(s) is delinquent, future financial reimbursements will be withheld until the Recipient's reporting is current.

**Programmatic Reporting Schedule**

<b>Reporting Period</b>	<b>Report due to DEM no later than</b>
January 1 through June 30	July 15
July 1 through December 31	January 15

**Programmatic Reporting: Information to Report On**

After the end of each reporting period, for the life of the contract, the Division will provide a Biannual Strategy and Implementation Report worksheet to the Recipient Point of Contact listed in this contract. This worksheet will contain all of the information that the Recipient needs to report on. The Recipient is to complete this worksheet in its entirety and email the finished product to the programmatic contact listed below. The first worksheet will be available after the July 1 - December 31, 2005 reporting period.

**Project Items**

1. **Planning** - the Division reserves the option to request access to any document, as described below, at anytime during the contract period.
  - If the Recipient chooses to enhance/develop a plan, parts of a plan, SOP/SOG, or other documentation then, the Division will require the review of a draft copy of this document for NIMS compliance. The Division will only be making recommendations.

- If the Recipient chooses to enhance/develop a mutual aid agreement, the Division will require a copy of said agreement.
- If the Recipient chooses to enhance/develop a GIS database product, the Division will require access to the layer or database.
- If the Recipient chooses to enhance/develop public information related materials, the Division will require a copy of said materials.
- If the Recipient chooses to participate in a Domestic Security related meeting or conference, the Division will require a copy of the agenda *prior* to the meeting and a roster *after* the meeting.
- If the Recipient chooses to conduct an assessment, we will require a copy of the completed assessment. Since these are secure documents, they should be submitted on CD.

2. Training

- If the Recipient chooses to conduct training, the Division will require the title of course, instructor's name and a list of attendees *prior* to course delivery. *After* the course has been delivered, the Division will require a roster of actual participants.

3. Exercises

- If the Recipient chooses to conduct an exercise, an After Action Report should be submitted to the Division no later than thirty (30) days after the conclusion of the exercise.

C. Reimbursement Requests:

An invoice or purchase order must accompany each request for reimbursement. A request for reimbursement may be sent to your contract manager for review and approval at anytime during the contract period.

D. Close-out Programmatic Reporting:

The Close-out Report is due to the Florida Division of Emergency Management no later than 60 days after the contract is either completed or the contract has expired.

IV. **Points of Contact**

Contractual Point of Contact	Programmatic Point of Contact
Chanda Brown FDEM 2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100 (850) 414-8538 Chanda.brown@dca.state.fl.us	Farrah Gosford FDEM 2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100 (850) 413-9974 Farrah.gosford@dca.state.fl.us

## **Attachment B**

### **Program Statutes and Regulations**

- 1) 53 Federal Register 8034
- 2) Federal Acquisition Regulations 31.2 and 031.2
- 3) Section 1352, Title 31, US Code

**Attachment C**

**JUSTIFICATION OF ADVANCE PAYMENT**

**RECIPIENT:**

Indicate by checking one of the boxes below, if you are requesting an advance. If an advance payment is requested, budget data on which the request is based must be submitted. Any advance payment under this Agreement is subject to s. 216.181(16)(a)(b), Florida Statutes. The amount which may be advanced shall not exceed the expected cash needs of the recipient within the initial three months.

**NO ADVANCE REQUESTED**

No advance payment is requested. Payment will be solely on a reimbursement basis. No additional information is required.

**ADVANCE REQUESTED**

Advance payment of \$ \_\_\_\_\_ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

**ADVANCE REQUEST WORKSHEET**

If you are requesting an advance, complete the following worksheet

DESCRIPTION		(A) FFY 2002	(B) FFY 2003	(C) FFY 2004	(D) Total
1	INITIAL CONTRACT ALLOCATION				
2	FIRST THREE MONTHS CONTRACT EXPENDITURES <sup>1</sup>				
3	AVERAGE PERCENT EXPENDED IN FIRST THREE MONTHS (Divide line 2 by line 1.)				

<sup>1</sup> First three months expenditures need only be provided for the years in which you requested an advance. If you do not have this information, call your consultant and they will assist you.

**MAXIMUM ADVANCE ALLOWED CALCULATION:**

$$\begin{array}{ccccccc}
 \underline{\hspace{2cm}} & \times & \$ & \underline{\hspace{2cm}} & = & \underline{\hspace{2cm}} \\
 \text{Cell D3} & & & \text{DCA Award} & & \text{MAXIMUM} \\
 & & & \text{o not include any match)} & & \text{ADVANCE}
 \end{array}$$

**REQUEST FOR WAIVER OF CALCULATED MAXIMUM**

- Recipient has no previous DCA contract history. Complete Estimated Expenses chart and Explanation of Circumstances below.
- Recipient has exceptional circumstances that require an advance greater than the Maximum Advance calculated above. Complete estimated expenses chart and Explanation of Circumstances below. Attach additional pages if needed.

**ESTIMATED EXPENSES**

<b>BUDGET CATEGORY</b>	<b>2004-2005 Anticipated Expenditures for First Three Months of Contract</b>
<b>ADMINISTRATIVE COSTS</b> (Include Secondary Administration.)	
<b>PROGRAM EXPENSES</b>	
<b>TOTAL EXPENSES</b>	

Explanation of Circumstances:

## Attachment D

### Warranties and Representations

#### Financial Management

Recipient's financial management system shall provide for the following:

- (1) Accurate, current and complete disclosure of the financial results of this project or program
- (2) Records that identify adequately the source and application of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
- (3) Effective control over and accountability for all funds, property and other assets. Recipient shall adequately safeguard all such assets and assure that they are used solely for authorized purposes.
- (4) Comparison of expenditures with budget amounts for each Request For Payment. Whenever appropriate, financial information should be related to performance and unit cost data.
- (5) Written procedures for determining the reasonableness, allocability and allowability of costs in accordance with the provisions of the applicable cost principles and the terms and conditions of this grant.
- (6) Accounting records, including cost accounting records that are supported by source documentation.

#### Competition.

All procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition. The Recipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids and/or requests for proposals shall be excluded from competing for such procurements. Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the Recipient, price, quality and other factors considered. Solicitations shall clearly set forth all requirements that the bidder or offeror shall fulfill in order for the bid or offer to be evaluated by the Recipient. Any and all bids or offers may be rejected when it is in the Recipient's interest to do so.

#### Codes of conduct.

The Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by public grant funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to subcontracts. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the recipient.



Business Hours

The Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from 8am to 4pm. Monday through Friday.

Licensing and Permitting

All subcontractors or employees hired by the Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Recipient.

**Attachment E**  
**Certification Regarding**  
**Debarment, Suspension, Ineligibility**  
**And Voluntary Exclusion**

**Contractor Covered Transactions**

- (1) The prospective contractor of the Recipient, \_\_\_\_\_, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
  
- (2) Where the Recipient's contractor is unable to certify to the above statement, the prospective contractor shall attach an explanation to this form.

CONTRACTOR:

\_\_\_\_\_

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Recipient's Name

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
DCA Contract Number

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Date

## **Attachment F**

### **Statement of Assurances**

The Recipient hereby assures and certifies compliance with all Federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars No. A-21, A-110, A-122, A-128, A-87; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66, Common rule, that govern the application, acceptance and use of Federal funds for this federally-assisted project. Also the Applicant assures and certifies that:

1. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally-assisted programs.

2. It will comply with provisions of Federal law which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC 1501, et seq.)

3. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act.

4. It will establish safeguards to prohibit employees from using their 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.

5. It will give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.

6. It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.

7. It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

8. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved

December 31, 1976, Section 102(a) requires, on and after March 2, 1975, 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 that has been identified by the Secretary of the Department of Housing and Urban Development as an 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.

9. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of Investigations, as necessary, 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 Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

10. It will comply, and assure the compliance of all its subgrantees and contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations.

11. It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.

12. It will comply, and all its contractors will comply, with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C,D,E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.

13. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the Grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

14. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for \$500,000 or more.

15. It will comply with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

16. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS) As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620.

**MODIFICATION #1 TO STATE HOMELAND SECURITY GRANT PROGRAM  
SUBGRANT AGREEMENT**

This Modification is made and entered into by and between **Nassau County** ("the County"), and the **Northeast Florida Regional Council** ("the Council") to modify the Memorandum of Agreement for the Provision of Planning Support for the County's State Homeland Security Grant Program 2005-2006 ("the Agreement"), with the State of Florida ("the State"), DCA Contract Number **06-DS-3W-04-55-01-278**, dated December 5, 2005, ("the Contract").

WHEREAS, the County and the State entered into the Contract, pursuant to which the State provided a sub grant of \$34,950 to the County; and

WHEREAS, the County entered into an Agreement with the Council on May 2, 2006, pursuant to which the County provided a sub grant of \$27,500 to the Council; and

WHEREAS, the Contract between the County and the State expires on August 30, 2006; and

WHEREAS, the Agreement between the County and the Council expires on August 15, 2006; and

WHEREAS, the State has agreed to modify the Contract by extending it; and the County desires to modify the Agreement with the Council to reflect this extension;

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein, the parties agree as follows:

1. Section 2.0 of the Agreement is hereby amended to end on **February 12, 2007**, in order to be consistent with the extension of the State's Contract to February 28, 2007.
2. The Council shall submit the final invoice for payment of services related to this Agreement no later than the ending date of the Agreement (February 12, 2007).
3. All provisions not in conflict with this Modification remain in full force and effect, and are to be performed at the level specified in the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this document as of the dates set out herein.

County: Nassau County

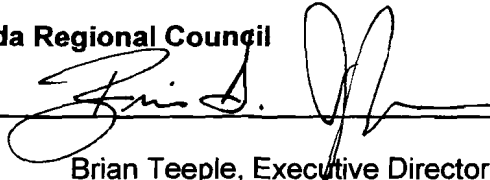
BY: \_\_\_\_\_

NAME & TITLE: Thomas D. Branan, Jr., Chairman, Nassau County Board of County Commissioners

DATE: August 17, 2006

**Northeast Florida Regional Council**

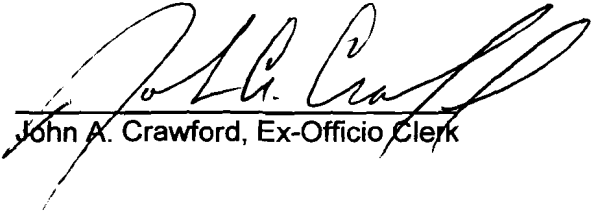
BY: \_\_\_\_\_



NAME & TITLE: Brian Teeple, Executive Director, Northeast Florida Regional Council

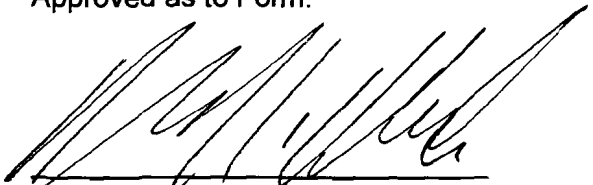
DATE: \_\_\_\_\_

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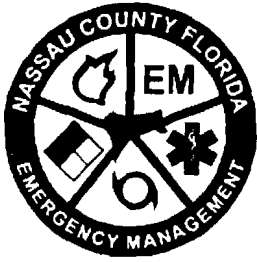


John A. Crawford, Ex-Officio Clerk

Approved as to Form:



Michael S. Mullin, County Attorney



NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS

**OFFICE OF EMERGENCY MANAGEMENT**

96135 Nassau Place, Suite 2  
Yulee, Florida 32097

904-548-4980 • 1-800-958-3494  
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Website: [www.nassaufl-em.com](http://www.nassaufl-em.com)

Email: [ncem@nassaucountyfl.com](mailto:ncem@nassaucountyfl.com)

## MEMO

Date: September 28, 2006  
To: Joyce Bradley  
From: Tracy Kuzia *tk*  
Subject: Final Signature Needed for Subgrant Agreement – State Homeland Security Grant Program

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I have enclosed one fully executed copy of the Modification #1 to State Homeland Security Grant Program Subgrant Agreement.

If you have any questions, please let me know. I can be reached at (904) 548-4980 or via email at [tkuzia@nassaucountyfl.com](mailto:tkuzia@nassaucountyfl.com).