



CS-08-166  
Contract No: CN08-07A  
Bid No: \_\_\_\_\_

STATE OF FLORIDA  
**DIVISION OF EMERGENCY MANAGEMENT**

CHARLIE CRIST  
Governor

W. CRAIG FUGATE  
Director

June 25, 2008

**CERTIFIED MAIL  
RETURN RECEIPT REQUESTED**

Nassau County Emergency Management  
96135 Nassau Place, Suite 2  
Yulee, Florida 32097  
Attn: Nancy Freeman

Re: AWARD Letter  
Agreement # 08-BG-24-04-55-01-224

Dear Ms. Freeman,

In accordance with Paragraph 17(d) of the above reference Agreement, this award Letter serves as a legal modification to your Base Grant Agreement. This Award Letter provides FEDERAL funds to your County in the amount of \$26,694. These funds are provided for reimbursement of eligible costs under the agreement's original period of performance, October 1, 2007 through September 30, 2008.

**These funds continue to require a dollar for dollar non-federal match. Please ensure that your County can provide the required additional match before accepting these funds.**

This Award letter increases your County's total amount of funding under this Agreement to \$129,206. You must return the attached budget form (Attachment A-1) showing the anticipated expenditure of the Federal funds. All other terms and conditions of the Agreement shall remain in full force and effect. **Please make this a part of your Agreement File.**

Should the County not wish to accept these additional funds, then the County must provide notice to the Division within thirty (30) days of receipt of this Award Letter. **Otherwise the County shall provide to the Division its written notice of acceptance within forty-five (45) days of receipt of the Award Letter.** In accordance with Paragraph 17(d) of the above referenced Agreement, the terms of this Agreement shall be considered to have been modified to include the additional funds upon receipt by the Division of the written notice of acceptance.

2008 JUN 27 AM 11:32  
EMERGENCY MANAGEMENT

County: Nassau

Agreement No: 08-BG-24-04-55-01-224

**REVISED EXHIBIT 1**

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

**Federal Program \$26,694                      CFDA: 97.042**

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

Chapter 252, Florida Statutes  
Rule Chapters 9G-6, 9G-11, and 9G-19, Florida Administrative Code  
44 CFR, (Code of Federal Regulations) Part 13 (Common Rule)  
44 CFR, Part 302  
OMB Circular A-87 and A-133  
48 CFR, Part 31

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

**SUBJECT TO SECTION 215.97, FLORIDA STATUTES:**

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

**State Awarding Agency: Division of Emergency Management**

**Catalog of State Financial Assistance Title: Emergency Management Programs**

**Catalog of State Financial Assistance Number: 52008**

**State Grant Amount: \$105,806 (minus deduction of \$2,847 mos. satellite service and \$447 for non-recurring charges)**

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

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

Attachment A-1

**Budget**

The anticipated expenditures for the Categories listed below are for the Emergency Management Performance (EMPG) **Federal** portion of this subgrant only (Paragraph (17)(d), FUNDING/CONSIDERATION).

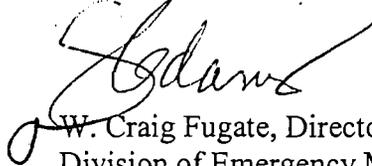
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<u>Category</u>	<u>Anticipated Expenditures Amount</u>
Salaries/Fringe Benefits	\$ <u>26,694.00</u>
Other Personal Services	\$ _____
Expenses	\$ _____
Operating Capital Outlay	\$ _____
Fixed Capital Outlay	\$ _____
Management & Admin. Costs (not to exceed 2.5%)	\$ _____
<b>Total Federal Funds</b>	<b>\$ <u>26,694.00</u></b>

County EM Director  
Page Two

You may indicate your acceptance of these funds by signing and returning this Award Letter with the attached budget page to Cherie Trainor, Florida Division of Emergency Management, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100.

Respectfully,

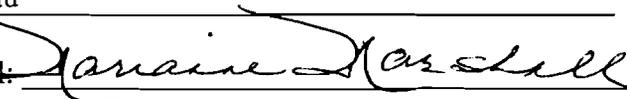
  
W. Craig Fugate, Director  
Division of Emergency Management

WCF/

Attachment

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

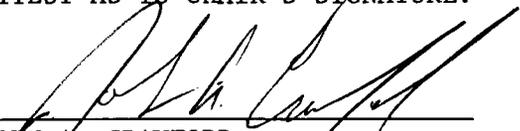
County: Nassau

Authorized Official: 

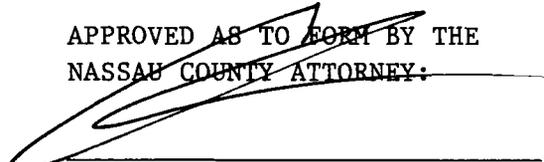
Title: Chair

Date: July 16, 2008

ATTEST AS TO CHAIR'S SIGNATURE:

  
JOHN A. CRAWFORD  
EX-OFFICIO CLERK  
*EAK 7/16/08*

APPROVED AS TO FORM BY THE  
NASSAU COUNTY ATTORNEY:

  
DAVID A. HALLMAN



**FY 2007/2008 BUDGET REQUEST  
SUMMARY  
Emergency Prep/Grant**

Submitted by: \_\_\_\_\_ Date \_\_\_\_\_

Organization Code

	01253525	FY 2006/2007	FY 2007/2008	
	Object Code	Estimate	Requested	Recommended
<b>Total Revenues (External)</b>	3xxxxx		-	

<b>Expenditures</b>				
Regular Salaries w/ Step&COLA	512xxx	46,472.00	48,825.07	
Other Salaries	513xxx		-	
Overtime	514000		-	
FICA Taxes	521010	2,881.00	3,027.15	
Medicare	521020	674.00	707.96	
Retirement (FRS)	522000	3,876.00	4,921.57	
Life & Health Insurance	523010	5,439.00	5,668.59	
Workers' Compensation	524010	302.00	3,154.10	
Unemployment Compensation	525000			
<b>Total Personal Services</b>		<b>59,644.00</b>	<b>66,304.44</b>	-
Professional Services	531000	12,500.00	18,500.00	
Contractual Services	534000	7,500.00	-	
Travel & Per Diem	540000	10,000.00	9,465.00	
Communications & Freight	541000	15,500.00	15,500.00	
Utility Services	543000		-	
Rentals & Leases	544000		-	
Insurance	545000	2,000.00	1,800.00	
Repairs & Maintenance	546000	2,797.00	4,000.00	
Printing & Binding	547000	437.00	600.00	
Promotional Activities	548000		-	
Other Current Chrgs & Oblig	549000	203.00	-	
Office Supplies	551000	2,000.00	2,036.44	
Operating Supplies	552000	1,500.00	2,159.12	
Equipment less than \$750	552640	2,500.00	2,500.00	
Books, Dues & Subscrpts	554000	2,061.00	2,286.00	
<b>Total Operating</b>		<b>58,998.00</b>	<b>58,846.56</b>	-
Equipment \$750 to \$4999 (Required)	564000		4,500.00	
Equipment greater than \$5000 (Required)	564001	11,000.00	-	
Books and Library Materials	566xxx			
<b>Total Capital (Equipment)</b>		<b>11,000.00</b>	<b>4,500.00</b>	-
Debt Service	57xxxx		-	
Grants & Aids	58xxxx		-	
Other Uses	59xxxx		-	
<b>Total Debt Service, Grants &amp; Other</b>		-	-	-
<b>TOTAL EXPENDITURES (w/o Decision Items)</b>		<b>129,642.00</b>	<b>129,651.00</b>	-

<b>BOCC Decision Items</b>	<b>Short Description</b>	<b>Cost</b>	<b>BOCC Approved?</b>
Personnel Requests		-	Yes / No / Partial
Equipment \$750 to \$4999 (Desired)		-	Yes / No / Partial
Equipment greater than \$5000 (Desired)		-	Yes / No / Partial
Land, Buildings & Improvements		-	Yes / No / Partial
<b>TOTAL DECISION ITEMS</b>		-	

**GRAND TOTAL of BUDGET REQUEST (with Decision Items) 129,651.00**



Contract Number: 08-BG-24-04-55-01- 224  
CSFA Number: 52008  
CFDA Number: 97.042

SEP 18 10:13 AM  
NASSAU COUNTY  
EMERGENCY MANAGEMENT

**STATE AND FEDERALLY-FUNDED SUBGRANT AGREEMENT**

THIS AGREEMENT is entered into by and between the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and **Nassau County**, (hereinafter referred to as the "Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

- 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 Division 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 Division has authority pursuant to Florida law to disburse the funds under this Agreement.

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

(1) SCOPE OF WORK.

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

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

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

(3) PERIOD OF AGREEMENT.

This Agreement shall begin October 1, 2007 and shall end September 30, 2008, unless terminated earlier in accordance with the provisions of Paragraph (12) of this Agreement.

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

(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 Division 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 Division 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 Division 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, Attachment A, and Scope of Work - Attachment B and B-1, and all other applicable laws and regulations.

(d) The Recipient, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to the Division, 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 Division.

#### (6) AUDIT REQUIREMENTS

##### For Federal Funds:

(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 Division. "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 and/or the Division 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 Division by this Agreement. In determining the Federal awards expended in its fiscal year, the Recipient shall consider all sources of Federal awards. 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:

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

**[an electronic copy shall also be submitted to [aurilla.parrish@dca.state.fl.us](mailto:aurilla.parrish@dca.state.fl.us)]**

and

Division of Emergency Management  
Bureau of Policy and Financial Management  
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 following addresses:

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

**[an electronic copy shall also be submitted to [aurilla.parrish@dca.state.fl.us](mailto:aurilla.parrish@dca.state.fl.us)]**

and

Division of Emergency Management  
Bureau of Policy and Financial Management  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100

(g) Any reports, management letter, or other information required to be submitted to the Department and the Division 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 and the Division 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 Division of all funds not spent in accordance with these applicable

regulations and Agreement provisions within thirty (30) days after the Department or the Division 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 and the Division no later than nine (9) months from the end of the Recipient's fiscal year.

For State Funds:

(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 Division. "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 Division 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 nonstate entity as defined by Section 215.97, Florida Statutes, it shall comply with the following:

In the event that the Recipient expends a total amount of State financial assistance equal to or in excess of \$500,000 in any fiscal year of such Recipient, the Recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Executive Office of the Governor and the Comptroller; and Chapters 10.550 (local government entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Agreement indicates State financial assistance awarded through the Division by this Agreement. In determining the State financial assistance expended in its fiscal year, the Recipient shall consider all sources of State financial assistance, including State funds received from the Division, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

In connection with the audit requirements addressed in this Paragraph 6(d) above, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a reporting package as defined by Section 215.97(2)(d), Florida Statutes, and

Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

If the Recipient expends less than \$500,000 in State financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the Recipient expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities. Additional information on the Florida Single Audit Act may be found at the following website:

<http://www.state.fl.us/fsaa/statutes.html>.

(e) Report Submission

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

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

3. Copies of financial reporting packages required under this Paragraph 6 shall be submitted by or on behalf of the Recipient directly to each of the following:

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

An electronic copy shall also be submitted to the above office at the following address:

[aurilla.parrish@dca.state.fl.us](mailto:aurilla.parrish@dca.state.fl.us).

and

Division of Emergency Management  
Bureau of Policy and Financial Management  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100

The Auditor General's Office at the following address:

Auditor General's Office  
Room 401, Claude Pepper Building  
111 West Madison Street  
Tallahassee, Florida 32399-1450

4. Any reports, management letter, or other information required to be submitted to the Department and the Division 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.

5. Recipients, when submitting financial reporting packages to the Department and the Division 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.

(f) 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 Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Division has notified the Recipient of such non-compliance.

(g) The Recipient shall have all audits completed in accordance with Section 215.97, Florida Statutes by an independent certified public accountant (IPA) who shall either be a certified public accountant or a public accountant licensed under Chapter 473, Florida Statutes. The IPA shall state that the audit complied with the applicable provisions noted above.

(7) REPORTS

(a) At a minimum, the Recipient shall provide the Division with quarterly 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 Division.

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

(c) The close-out report is due forty-five (45 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 Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may take such other action as set forth in Paragraph (11) REMEDIES. "Acceptable to the Division " means that the work product was completed in accordance with the Budget and Scope of Work.**

(e) The Recipient shall provide additional reports and information as identified in Attachment D (such additional program updates, reports or information as may be required by the Division).

(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 B and B-1 to this Agreement, and reported in the semi-annual and end of the year progress reports.

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 Division 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 Division. In the event that the Division determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Division 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 Division 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 Division 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 Division, 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 Division, 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 Division to make any further payment of funds hereunder shall, if the Division so elects, terminate and the Division may, at its option, exercise any of its remedies set forth in Paragraph (11), but the Division 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 Division 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 Division 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 Division.

(c) If any reports required by this Agreement have not been submitted to the Division 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 Division 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 Division for the amount of costs incurred for any items determined to be ineligible;

(e) Require that the Recipient return to the Division 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 Division from pursuing any other remedies contained herein or otherwise provided at law or in equity. No waiver by the Division 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 Division hereunder, or affect the subsequent exercise of the same right or remedy by the Division for any further or subsequent default by the Recipient.

(12) TERMINATION.

(a) The Division 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 Division may terminate this Agreement for convenience or 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 Division by virtue of any breach of Agreement by the Recipient. The Division 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 Division 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 Division contract manager for this Agreement is:

Jenene Helms  
Florida Division of Emergency Management  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100  
Telephone: 850-413-9920  
Fax: 850-488-7842  
Email: [jenene.helms@em.myflorida.com](mailto:jenene.helms@em.myflorida.com)

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

Nancy Freeman  
Nassau County Emergency Management  
96135 Nassau Place, Suite 2  
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 executed subcontract must be forwarded to the Division for review within ten (10) days of execution.** 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 Division 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 quarterly report submitted by the Recipient.

For each subcontract, the Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority vendor, as defined in Section 288.703, Fla. Stat.

(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

Attachment B and B-1 – Scope of Work

Attachment C – Program Statutes, Regulations and Program Requirements

Attachment D – Reports

Attachment E – Justification of Advance

Attachment F – Warranties and Representations

Attachment G – Certification Regarding Debarment

Attachment H – Statement of 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 **\$102,512** subject to the availability of funds.

(b) By its execution of this Agreement, the Recipient authorizes the Division to pay on its behalf \$2,847 for the recurring charges for the satellite communications service from the total allocation provided to Recipient of \$105,806.

(c) 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 Division 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 E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds.

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

(c) After the initial advance, if any, payment shall be made on a quarterly reimbursement basis. Additional reimbursement requests in excess of those made quarterly may be approved by the Division for exceptional circumstances. An explanation of the exceptional circumstances must accompany the request for reimbursement. The Recipient agrees to expend funds in accordance with the Budget, Attachment A, and Scope of Work, Attachment B and B-1 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 Chief Financial Officer, State Office of Planning and Budgeting and Budgeting or the Federal Office of Management and Budgeting, all obligations on the part of the Division 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 Division.

The amount of funds available pursuant to this rule chapter (Rule Chapter 9G-19.011, Florida Administrative Code) may be adjusted proportionally when necessary to meet any matching requirements imposed as a condition of receiving federal disaster relief assistance or planning funds.

Any requests received after November 1, 2008, may, in the discretion of the Division, not be reimbursed from this Agreement. Reimbursement requests shall not be submitted by facsimile transmission.

Changes to the amount of funding to be provided may be accomplished by notice from the Division to the Recipient, in the form of certified mail, return receipt requested. The Division may make an award of additional funds by subsequent Award Letter certified mail, return receipt requested. These additional funds may be accepted by the Emergency Management Director or the Recipient's contact identified in Paragraph (13), above. Should the Recipient determine it does not wish to accept the award of additional funds, then the Recipient shall provide notice to the Division contact within thirty (30) days of receipt of the Award Letter. Otherwise, the Recipient shall provide to the Division its written notice of acceptance within forty-five (45) days of receipt of the Award Letter. The terms of this Agreement shall be considered to have been modified to include the additional funds upon the Division's receipt of the written notice of acceptance and receipt of a budget form which details the proposed expenditure of the additional funds. The budget form will be provided by the Division when the offer of additional funds is made.

All funds received hereunder shall be placed in an interest-bearing account with a separate account code identifier for tracking all deposits, expenditures and interest earned. Funds disbursed to the Recipient by the Division that are not expended in implementing this program shall be returned to the Division, along with any interest earned on all funds received under this Agreement, within ninety (90) days of the expiration of the award Agreement.

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

Allowable costs shall be determined in accordance with applicable Office of Management and Budget Circulars, or, in the event no circular applies, by 48 CFR Part 31 CONTRACT COST PRINCIPLES AND PROCEDURES.

**At a minimum, the Recipient shall continue to provide other funding for the Recipient's Emergency Management Agency at an amount equal to either: (1) the average of the previous three years' level of county general revenue funding of the Recipient's Emergency Management Agency; or (2) the level of funding for the Recipient's Emergency Management Agency for the last fiscal year, whichever figure is lower (Rule 9G-19.011, Florida Administrative Code). Recipient's general revenue funding for 911 services, emergency medical services, law enforcement, criminal justice, public works or other services outside the local emergency management agency as defined by Section 252.38, Florida Statutes, shall not be included in determining the "level of county funding of the Recipient's Emergency Management Agency." The Recipient shall certify compliance with Rule Chapter 9G-19, Florida Administrative by its execution of this Agreement, and as a condition precedent to receipt of funding.**

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

Should the Recipient wish to carry forward into the fiscal year beginning October 1, 2008 any unspent funds awarded under this Agreement, the Recipient must request such carry forward of funds in writing with accompanying documentation detailing the exceptional circumstances requiring the need to the Division by June 30, 2008. At the Division's discretion, an amount not to exceed an amount equal to 25% of the initial amount awarded (\$105,806) may be carried forward under this Agreement. Failure to timely submit information, or failure to submit complete information, may result in the denial of a request to carry funds forward. Any carry forward amounts approved will be added to the Recipient's base Agreement for the following year. Funds may not be carried forward for the purpose of paying salaries and benefits of regular or Other Personal Services personnel. Such salaries and benefit funds may be carried forward to cover contractual or other temporary personnel costs for non-recurring projects only.

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

Nancy Freeman, Director  
Nassau County Emergency Management  
96135 Nassau Place, Suite 2  
Yulee, FL 32097

(18) REPAYMENTS

All refunds or repayments to be made to the Division 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 Division 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 Division 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) 413-5516.

(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 Division 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 Division and with thirty (30) days written notice to the Recipient, cause the termination of this Agreement and the release of the Division 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 Division 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) 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 Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment G) for each prospective subcontractor which Recipient intends to fund under this Agreement. Such form must be received by the Division prior to the Recipient entering into a contract with any prospective subcontractor.

(h) 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.

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

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

(k) The Division 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.

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

(m) 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 Division 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 Division.

(n) The Recipient is subject to Florida's Government in the Sunshine Law (Section 286.011, Fla. Stat. ) with respect to the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All such meetings shall be publicly noticed, open to the public, and the minutes of all such meetings shall be public records, available to the public in accordance with Chapter 119, Fla. Stat.

(o) Unless inconsistent with the public interest or unreasonable in cost, all unmanufactured and manufactured articles, materials and supplies which are acquired for public use under the Agreement must have been produced in the United States as required under 41 U.S.C. 10a.

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

(21) LOBBYING PROHIBITION

(a) No funds or other resources received from the Division 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 Division 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 Division. 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 Division 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.

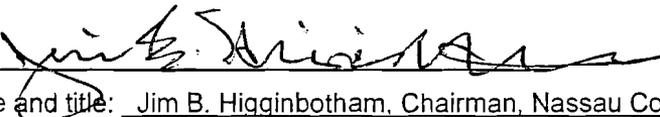
(24) ASSURANCES.

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

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

RECIPIENT:

NASSAU COUNTY

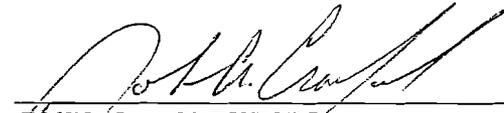
BY: 

Name and title: Jim B. Higginbotham, Chairman, Nassau County Board of County Commissioners

Date: 10-22-07

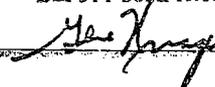
SAMAS # \_\_\_\_\_ FID# 59-1863042

ATTEST:

  
\_\_\_\_\_  
JOHN A. CRAWFORD  
Its: Ex-Officio Clerk

Approved as to form by the  
Nassau County Attorney

REVIEWED BY GENE A.  
DEPUTY COMPTROLLER

 DATE 10/22/07 20



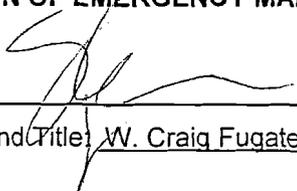
David A. Hallman

10-22-07

Date

**STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT**

BY:



Name and Title: W. Craig Fugate, Director

Date:

12/11/07

**EXHIBIT – 1**

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

**Federal Program -0- (Federal funds will be awarded at a later date)**

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

**Not applicable at this time. Federal funds will be awarded at a later date within this contract year.**

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

**SUBJECT TO SECTION 215.97, FLORIDA STATUTES:**

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

**State Awarding Agency: Division of Emergency Management**

**Catalog of State Financial Assistance Title: Emergency Management Programs**

**Catalog of State Financial Assistance Number: 52008**

**State Financial Assistance: \$105,806 (less \$2,847 for satellite service for 12 months and \$447 for non-recurring charges)**

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

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

Attachment A

Budget

The anticipated expenditures for the Categories listed below are for the Emergency Management Preparedness and Assistance (EMPA) State portion of this subgrant only (Paragraph (17)(a), FUNDING/ CONSIDERATION). A separate budget form for the Emergency Management Performance Grant (EMPG) portion of this subgrant will be provided when federal funds are awarded by the Division

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<u>Category</u>	<u>Anticipated Expenditure Amount</u>
Salaries/Fringe Benefits	\$ <u>56,600.00</u>
Other Personal Services	\$ <u>6,500.00</u>
Expenses	\$ <u>39,412.00</u>
Operating Capital Outlay	\$ _____
Fixed Capital Outlay	\$ _____
<b>Total State Funds</b>	<b>\$ <u>102,512.00</u></b>

(Page 13)

## Attachment B and B-1

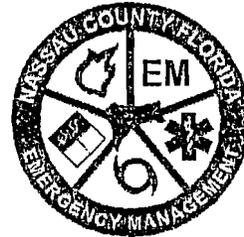
### Scope of Work

Base Grant funding from the Emergency Management Preparedness and Assistance Trust Fund is intended to enhance county emergency management plans and programs that are consistent with the State Comprehensive Emergency Management Plan and Program (reference Rule Chapter 9G-6, Florida Administrative Code and Chapter 252, Florida Statutes). This Scope of Work recognizes that each recipient is at a varying level of preparedness, and it is understood that each county has a unique geography, faces unique threats and hazards, and serves a unique population.

In order to receive base grant funding, the Recipient must certify that it will use the award to enhance its Emergency Management Program.

As a condition of receiving funding pursuant to this Agreement, the Recipient shall complete the work items approved by the Division and attached hereto as Attachment B-1. Subsequent revisions during the term of this Agreement shall be done by written modification in accordance with Paragraph (4) of this Agreement.

# Nassau County Emergency Management



## *2007 – 2008 Scope of Work*

Submitted by:

*Nancy Freeman*  
Emergency Management Director

Date: 9/14/07

Approved by:

*J E Britts*  
FDEM Region 3 Coordinator

Date: 9/14/07

Nassau County  
 Emergency Management  
 2007 - 2008 Scope of Work

Item #	Deliverables	Mid Year Review		End of Year Review	
1	<p><b>SHELTERS:</b> All Counties shall address the following shelter deficit reduction plans and efforts consistent with the statewide shelter deficit reduction initiative by <b>May 1, 2008:</b></p> <p>A) Identify and submit potential hurricane shelter retrofit projects to Florida Division of Emergency Management (FDEM), Infrastructure Section. (The information is used to compile the Shelter Retrofit Report.)</p> <p>B) Report to the FDEM Infrastructure Section, all hurricane shelter retrofit projects that are undertaken, regardless of funding source(s).</p> <p>C) Develop and submit to the FDEM Infrastructure Section a strategy to ensure that by June 1, 2008, all designated Special Needs Shelters (SpNS) have a standby power system or capability with adequate capacity to support life-safety systems, essential lighting and outlet receptacles, air-conditioning, and necessary medical equipment. For those designated SpNS facilities without a permanently equipped standby electric generating capacity, a locally sourced and acquired temporary electric generator with adequate capacity to support the standby power system shall be provided.</p> <p>D) Develop and submit to the FDEM Infrastructure Section, a strategy to ensure that by June 1, 2010, there is adequate designated Special Needs Shelters (SpNS) client space capacity to meet anticipated five-year demands as determined by the 2008 Statewide Emergency Shelter Plan (January 31, 2008). All designated SpNS facilities must at a minimum meet the hurricane safety criteria established in the American Red Cross Standards for Hurricane Evacuation Shelter Selection (ARC 4496) and be equipped with an adequate standby electric power system or capability as described in item I.c. above. <a href="http://www.FloridaDisaster.org/bpr/response/engineers/library.htm">www.FloridaDisaster.org/bpr/response/engineers/library.htm</a></p> <p>E) Update and submit to the FDEM Infrastructure Section, hurricane shelter deficit reduction progress reports, which include "as-is" retrofit and Enhanced Hurricane Protection Areas (EHPA) construction. (This information is used to compile the Shelter Retrofit Report.)</p> <p>F) Provide a brief report on results of the year's coordination with school boards, community colleges and universities (as applicable) for implementation of the statutory and code required Public Shelter Design Criteria (a.k.a. EHPA). The most recent published Statewide Emergency Shelter Plan can provide guidance for implementation of the EHPA criteria. <a href="http://www.FloridaDisaster.org/bpr/response/engineers/library.htm">www.FloridaDisaster.org/bpr/response/engineers/library.htm</a></p>	<i>In Work</i>		<i>In Work</i>	
		<i>Complete</i>		<i>Complete</i>	
		<i>Due Date Missed</i>		<i>Due Date Missed</i>	
<b>Deliverable Status Comments:</b>					

2	<p><b>MITIGATION:</b> By <b>September 30, 2008</b>, hold at least one Local Mitigation Strategy Working Group meeting and provide copies of the meeting agenda, minutes and attendance list to the FDEM Recovery and Mitigation Bureau. The Local Mitigation Planning Website can be found at <a href="http://www.FloridaDisaster.org/brm/lms.htm">www.FloridaDisaster.org/brm/lms.htm</a>. As applicable during this contract period (10/01/2007 – 09/30/2008):</p> <p>a) Submit grant applications for mitigation grant funding (Flood Mitigation Assistance and Repetitive Flood Claims Programs) to retrofit identified repetitive loss properties in your community. The required Non-Federal match may be provided by the participating home or business owner. Information on these mitigation grant programs may be found on the following web pages: Flood Mitigation Assistance - <a href="http://www.FloridaDisaster.org/brm/FMAP.htm">http://www.FloridaDisaster.org/brm/FMAP.htm</a>; Pre-disaster Mitigation Program (PDM) – <a href="http://www.FloridaDisaster.org/brm/PDM.PDM_main.htm">www.FloridaDisaster.org/brm/PDM.PDM_main.htm</a>; Repetitive Flood Claims – <a href="http://www.FloridaDisaster.org/brm/RFCP.htm">http://www.FloridaDisaster.org/brm/RFCP.htm</a></p> <p>b) If the county is included in a disaster declaration, submit mitigation projects to the Recovery and Mitigation Bureau based on the funding allocations provided for Hazard Mitigation Grant Program (HMGP) related projects.</p>	<i>In Work</i>	<i>In Work</i>	
		<i>Complete</i>	<i>Complete</i>	
		<i>Due Date Missed</i>	<i>Due Date Missed</i>	
<b>Deliverable Status Comments:</b>				
3	<p><b>COORDINATION and COLLABORATION:</b> No later than 30 days after each event/conference, counties are to provide an agenda or a copy of the certificate to show participation in at least the following during this contract period (10/01/2007 – 09/30/2008). The documents should be submitted to the FDEM County Liaison Section.</p> <ul style="list-style-type: none"> <li>• Quarterly Regional Coordinator Meetings</li> <li>• Governor’s Hurricane Conference</li> <li>• Current Issues in Emergency Management (CIEM)</li> <li>• Regional Domestic Security Task Force (RDSTF) Meetings</li> <li>• Florida Emergency Preparedness Association (FEPA) Conference</li> <li>• Local Mitigation Strategy (LMS) Workshops</li> </ul> <p>The documents should be submitted to your Regional Coordinator. Counties will receive credit as being in attendance by conference calls or video conferencing.</p>	<i>In Work</i>	<i>In Work</i>	
		<i>Complete</i>	<i>Complete</i>	
		<i>Due Date Missed</i>	<i>Due Date Missed</i>	
<b>Deliverable Status Comments:</b>				

4	<p><b>NATIONAL INCIDENT MANGEMENT SYSTEM (NIMS) COMPLIANCE:</b> Counties shall maintain National Incident Management System (NIMS) compliance as required by U.S. Department of Homeland Security (DHS) under Homeland Security Directive 5 (HSPD-5) and be consistent with the National Response Plan, Homeland Security Directive 8 (HSPD-8). Counties will be considered NIMS compliant based on the criteria below.</p> <p>a) Maintain an ongoing training program to ensure that all emergency management/responder personnel with disaster related duties complete the following courses online or by scantron by August 30, 2008: IS 700 – National Incident Management Systems (NIMS), An Introduction; IS 800 – National Response Plan (NRP), An Introduction; ICS 100 – Incident Command System, An Introduction; ICS 200 – Incident Command System, Basic; ICS 300 – Immediate Incident Management System (ICS) for Expanding Incidents; ICS 400 – Advanced Incident Command System (ICS), Command and General Staff – Complex Incidents</p> <p>b) Information for the following courses must be completed by August 30, 2008 and forwarded to FDEM Training Unit: ICS 300 – Immediate Incident Management System (ICS) for Expanding Incidents; ICS – Advanced Incident Command System (ICS), Command and General Staff – Complex Incidents</p> <p>c) Conduct a self-assessment of the county emergency management program using the National Incident Management System crosswalk on the National Management Compliance Assurance Support Tool (NIMCAST) and submit to the FDEM NIMS Coordinator by September 15, 2008. The NIMCAST website can be found at <a href="http://www.fema.gov/NIMCAST/ChangeTemppasswordsubmit.do">www.fema.gov/NIMCAST/ChangeTemppasswordsubmit.do</a>.</p>	<i>In Work</i>	<i>In Work</i>
		<i>Complete</i>	<i>Complete</i>
		<i>Due Date Missed</i>	<i>Due Date Missed</i>
<b>Deliverable Status Comments:</b>			
5	<p><b>EXERCISES:</b> Maintain a comprehensive, all hazards exercise program in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP) to evaluate and test all aspects of the local emergency management system including activation of the county EOC during this contract period (10/01/2007 – 09/30/2008). These documents are required to be submitted:</p> <p>a) Submit an After Action Report (AAR) to the FDEM Training and Exercise Unit within 30 days for all exercises or actual events for which the county EOC was activated.</p> <p>b) Participate in at least one full day of the annual Statewide Hurricane Exercise in which the submission of one Incident Action Plan (IAP), one Situation Report, a roster of participants, and participation in at least one telephone conference call is required. The Emergency Management Director shall determine extent of play necessary for the jurisdiction.</p>	<i>In Work</i>	<i>In Work</i>
		<i>Complete</i>	<i>Complete</i>
		<i>Due Date Missed</i>	<i>Due Date Missed</i>
<b>Deliverable Status Comments:</b>			

6	<p><b>CONTINUITY OF OPERATIONS PLAN:</b> Counties shall conduct at least one Continuity of Operations Plan (COOP) exercise during this contract period (10/01/2007 – 09/30/2008). This exercise may be a tabletop, functional, full-scale exercise and may be conducted as part of the annual Statewide Hurricane Exercise or an RDSTF scheduled exercise. Within 30 days of the exercise, the county will submit an After Action Report (AAR) to the Natural Hazards Program Coordinator. Recommended changes to the COOP in the AAR shall be incorporated into the plan, highlighted, and submitted to the COOP Program Manager by <b>September 30, 2008</b>.</p>	<i>In Work</i>	<i>In Work</i>	
		<i>Complete</i>	<i>Complete</i>	
		<i>Due Date Missed</i>	<i>Due Date Missed</i>	
<b>Deliverable Status Comments:</b>				
7	<p><b>COMMUNICATIONS:</b> To insure interoperability between Florida counties and the State Emergency Operations Center (SEOC), each county must complete the following. This information will be verified by the Regional Coordinators on a quarterly basis during this contract period (10/01/2007 – 09/30/2008). Quarterly reports are due <b>December 31, 2007, March 31, 2008, June 30, 2008, and September 30, 2008:</b></p> <p><b>A)</b> Maintain operational installations of Groove Virtual Office (GVO) for disconnected and secure communications. Two licenses per county will be provided by FDEM. One license is specifically for the County Emergency Management Director or his designee. An individual designated by the County EM Director shall be named specifically, and must have both decision making authority and the clearance to receive information that may be sensitive in nature (i.e., domestic security intelligence, public health, animal health intelligence, etc. The second license is for use as a generic support account and will be used for open/non-sensitive communications. The sharing of the user id and password for EM Director’s account is NOT authorized. However, the sharing of the user id and password for the generic account is encouraged.</p> <p><b>B) Membership:</b> There are three core GVO workspaces that each County needs to be a member of: <b>Your Region Workspace:</b> This workspace is designed to provide day to day communications between Emergency Managers from your Region as well as invitations to other workspaces; <b>Conference Call:</b> This workspace allows the SERT team to collaborate visually while dialing in to the State Conference Calls; <b>Current Hazards V3.4:</b> This workspace will be used DAILY to share information with you regarding current severe weather threats (including tropical updates) and as other hazards which may adversely affect Floridians. This workspace will also transition into an event workspace during SEOC activations.</p> <p><b>C) Account Management:</b> All GVO accounts are maintained by FDEM and will be monitored monthly for activity. FDEM has set a policy to disable any Groove account that has not been logged into for 30 days. After 30 days of inactivity FDEM will be forced to delete the expired account. For more information on Groove go to <a href="http://www.FloridaDisaster.org/groove/">www.FloridaDisaster.org/groove/</a>.</p> <p><b>D)</b> Maintain the EMnet Emergency Messaging System via the ESATCOM data system in an operational status.</p> <p><b>E)</b> Maintain the ESATCOM voice terminal (handset) in an operational status in the County Warning Point. Maintain the State National Warning and Alerting System (State NAWAS) in an operational status in the County Warning Point.</p> <p><b>F)</b> Maintain the capability of activating the Emergency Alert System in the County. This capability can be met through captive hardware and captive software at the County’s 24-hour Warning Point or by publishing and maintaining written procedures, policies and instructions for activating the Emergency Alert System through the State Warning Point.</p> <p><b>G)</b> Test the EMnet, ESATCOM data, ESATCOM voice and State NAWAS systems on a weekly basis and test the Emergency Alert System capability on a semi-annual basis. Additional ESATCOM or State NAWAS terminals installed at locations other than the County Warning Point (a county responsibility) will be maintained and tested similar to the primary system.</p>	<i>In Work</i>	<i>In Work</i>	
		<i>Complete</i>	<i>Complete</i>	
		<i>Due Date Missed</i>	<i>Due Date Missed</i>	
<b>Deliverable Status Comments:</b>				

8	<p><b>TEMPORARY HOUSING:</b> By <b>May 31, 2008</b>, develop and maintain a temporary housing strategy which shall, at a minimum, address the following. The information should be submitted to the FDEM Recovery &amp; Mitigation Bureau:</p> <p><b>A)</b> Creation of a local primary point of contact database, identifying the local stakeholders, to include county/city government agencies or organizations that have any regulatory authority over land use, residential permitting and inspections, zoning/planning and utilities. Assigning a high-level point of contact responsible for administering and maintaining the strategy. Stakeholder information will include name, agency, title, business address, cell phone numbers, email addresses, and their role in the strategy.</p> <p><b>B)</b> Identify county and city zoning ordinances limiting the use of recreational vehicles, mobile homes, large buildings (20,000 square feet or more) or any temporary structure as a disaster housing resource and strategies to suspend or waive the ordinance to expedite the deployment of the resource within the county or local municipality.</p> <p><b>C)</b> Identify the process and procedure for expediting the building permitting process related to the placement of travel trailers or mobile homes within the county or local municipality. The procedure should identify the process to obtain temporary waivers of any associated fees and an estimated timetable for site inspections.</p> <p><b>D)</b> Identify potential local real-estate resources, to include rental resources, emergency shelter sites, and mobile home group sites.</p> <p><b>E)</b> Identify resources and capabilities to administer a temporary roofing program.</p> <p><b>F)</b> Input and update all data related to the Local Disaster Housing Strategy in the Disaster Housing Operation Groove workspace.</p> <p><b>G)</b> Incorporate the temporary housing plan into the County Emergency Management Plan (CEMP).</p>	<i>In Work</i>		<i>In Work</i>	
		<i>Complete</i>		<i>Complete</i>	
		<i>Due Date Missed</i>		<i>Due Date Missed</i>	
<b>Deliverable Status Comments:</b>					
9	<p><b>LOGISTICS:</b> By <b>May 31, 2008</b>, update and maintain a county Logistics plan consistent with guidance found in the County Logistics and POD SOG (CEMP 2355), which can be found online at <a href="http://www.FloridaDisaster.org/bpr/Response/CIandLOG.htm">www.FloridaDisaster.org/bpr/Response/CIandLOG.htm</a>. The strategy shall also include, but not be limited to the following:</p> <p><b>A)</b> A County Emergency Fuel Strategy. Fuel Strategy guidance can be found online at <a href="http://www.floridadisaster.org/documents/2006%20FEPA%20Presentation.pdf">www.floridadisaster.org/documents/2006%20FEPA%20Presentation.pdf</a>.</p>	<i>In Work</i>		<i>In Work</i>	
		<i>Complete</i>		<i>Complete</i>	
		<i>Due Date Missed</i>		<i>Due Date Missed</i>	
<b>Deliverable Status Comments:</b>					



12	<b>PET FRIENDLY OPERATIONL PLANS:</b> By <b>September 30, 2008</b> , counties in conjunction with their local Humane Society, local pet and animal advocates, and Emergency Support Function 17, Florida Department of Agriculture and Consumer Services, will develop a "Pet Shelter Working Group" for the purpose of establishing strategies and guidelines for Pet Friendly Shelter Plans. These plans and strategies should take into account available local resources, and local issues that are unique to each individual county.	<i>In Work</i>	<i>In Work</i>	
		<i>Complete</i>	<i>Complete</i>	
		<i>Due Date Missed</i>	<i>Due Date Missed</i>	

**Deliverable Status Comments:**

13	<b>STORMREADY COUNTIES:</b> Nassau County was recognized as meeting StormReady criteria on or before <b>March 23, 2005</b> . To continue certification the county must be renewed by their respective National Weather Service office and provide documentation to their Regional Coordinator before <b>March 23, 2008</b> . StormReady recognitions designated by the National Weather Service are effective for a 3 year period. Information on the StormReady program can be found at <a href="http://www.stormready.noaa.gov">www.stormready.noaa.gov</a> .	<i>In Work</i>	<i>In Work</i>	
		<i>Complete</i>	<i>Complete</i>	
		<i>Due Date Missed</i>	<i>Due Date Missed</i>	

**Deliverable Status Comments:**

# Record of Review

## *Mid Year Review*

County Emergency Management  
Representative Signature

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

FDEM Division  
Representative Signature

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

## *End of Year Review*

County Emergency Management  
Representative Signature

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

FDEM Division  
Representative Signature

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

## Attachment C

### Program Statutes, Regulations, and Program Requirements

#### Program Statutes

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

#### Program Requirements

##### (1) EQUIPMENT AND PROPERTY MANAGEMENT

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

The Recipient acknowledges and agrees to comply with applicable terms and conditions of: (1) the State of Florida Lease/Purchase Agreement, dated October 1994, executed between Hughes Network Systems, Inc. ("HNS"), and the Division, (a copy of which is available from the Division) regarding the procurement and use of the Equipment; and (2) the Services Agreement Between Hughes Network Systems, Inc., and the State of Florida, dated January 1995, (a copy of which is available from the Division) (hereinafter, collectively, "the HNS Agreements") regarding the operation of an interactive satellite communications service for the Division, the Recipient and other sites. In particular, the Recipient agrees:

- A. That any reports of problems with the Equipment or system, trouble reports, and any requests for repairs, service, maintenance or the like, shall be communicated directly and exclusively to

the Division's State Warning Point (SWP) (850)  
413-9910.

- B. That the Recipient will assist and comply with the instructions of the SWP and any technical service representative responding to the report or service request. Recipient's personnel shall cooperate with and assist service representatives, as required, for installation, troubleshooting and fault isolation, with adequate staff.
- C. That the Recipient shall not change, modify, deinstall, relocate, remove or alter the Equipment, accessories, attachments and related items without the express written approval of the Division.
- D. That the Recipient shall provide access, subject to reasonable security restrictions, to the Equipment and related areas and locations of the Recipient's facilities and premises, and will arrange permitted access to areas of third-party facilities and premises for the purpose of inspecting the Equipment and performing work related to the Equipment. Service representatives and others performing said work shall comply with the Recipient's reasonable rules and regulations for access, provided the Division is promptly furnished with a copy after execution of this Agreement. The Recipient shall provide safe access to the Equipment and will maintain the environment where the Equipment is located in a safe and secure condition. The Recipient shall provide service representatives with access to electrical power, water and other utilities, as well as telephone access to the Recipient's facility as required for efficient service.
- E. That the Recipient shall take reasonable steps to secure the Equipment and to protect the Equipment from damage, theft, loss and other hazards. This shall not obligate the Recipient to procure insurance. The Division agrees to procure and maintain all risks insurance coverage on the Equipment. The Recipient agrees to refrain from using or dealing with the Equipment in any manner which is inconsistent with the HNS Agreements, any policy of insurance referred to in the HNS Agreements, and any applicable laws, codes ordinances or regulations. The Recipient shall not allow the Equipment to be misused, abused, wasted, or allowed to deteriorate, except normal wear and tear resulting from its intended use. The Recipient shall immediately report any damage, loss, trouble, service interruption, accident or other problem related to the Equipment to the SWP, and shall comply with reasonable instructions issued thereafter.

- F. That any software supplied in connection with the use or installation of the equipment is subject to proprietary rights of Hughes Network Systems, Inc., and/or HNS's vendor(s) and/or the Division's vendor(s). The use of one copy of said software is subject to a license granted from HNS to the Department, and a sublicense from the Division to the Recipient, to use the software solely in the operation of the Equipment, to commence on delivery of the software to the Recipient and to last for the term of the HNS Agreements. The Recipient shall not: (i) copy or duplicate, or permit anyone else to copy or duplicate, any part of the software, or (ii) create or attempt to create, or permit others to create or attempt to create, by reverse engineering or otherwise, the source programs or any part thereof from the object programs or from other information provided in connection with the Equipment. The Recipient shall not, directly or indirectly, sell, transfer, offer, disclose, lease, or license the software to any third party.
- G. To comply with these provisions until the termination of the HNS Agreements.
- H. The amounts retained for the satellite service cover the initial order for services provided to the Division pursuant to the services agreement between Hughes Network Systems and the State of Florida. The charge does not cover maintenance, repair, additional equipment and other services not part of the initial order for services. The service charge covers only the remote corrective maintenance specified in paragraph 4.3 of the Service Agreement with HNS and does not cover other maintenance, repair, additional equipment and other services not part of the initial order for services. In particular, the service charge does not cover:
1. Maintenance, repair, or replacement of parts damaged or lost through catastrophe, accident, lightning, theft, misuse, fault or negligence of the Recipient or causes external to the Equipment, such as, but not limited to, failure of, or faulty, electrical power or air conditioning, operator error, failure or malfunction of data communication Equipment not provided to the Recipient by the Division under this Agreement, or from any cause other than intended and ordinary use.
  2. Changes, modifications, or alterations in or to the Equipment other than approved upgrades and configuration changes.

3. Deinstallation, relocation, or removal of the Equipment or any accessories, attachments or other devices.

The Recipient shall be independently responsible for any and all charges not part of the initial service order.

(2) NAWAS

The Florida National Warning System (NAWAS) is a U. S. Department of Homeland Security product that shall be monitored 24 hours a day/365 days a year. The U.S. Department of Homeland Security supplies the line and one handset to the recipient at no cost. Additional equipment, connections and handsets are the responsibility of the recipient.

(3) VEHICLES

Written approval from the Director of the Division of Emergency Management must be obtained prior to the purchase of any motor vehicle with funds provided under this Agreement. In the absence of such approval, the Division has no obligation to honor such reimbursement request. Any trade-in or resale funds received relating to any vehicle purchased under this subgrant is program income and must be applied toward the Recipient's Emergency Management Preparedness and Assistance (EMPA) Base Grant expenditures.

(4) PROPERTY MANAGEMENT/PROCUREMENT

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

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

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

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

(5) CERTIFICATIONS

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

(b) The Recipient certifies that funds received from the Emergency Management, Preparedness and Assistance Trust Fund (EMPA funds) will not be used to supplant existing funds, nor will funds from one program under the Trust Fund be used to match funds received from another program under the Trust Fund. The Recipient further certifies that EMPA funds shall not be expended for 911 services, emergency medical services, law enforcement, criminal justice, fire service, public works or other services outside the emergency management responsibilities assigned to the Recipient's Emergency Management Agency, unless such expenditure enhances emergency management capabilities as expressly assigned in the local Comprehensive Emergency Management Plan (CEMP).

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

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

6) OTHER CONDITIONS

(a) As a further condition of receiving funding under this Agreement, following full or partial County Emergency Operation Center activation at a level equivalent to a State Emergency Operation Center level two (2) or above during the period of this Agreement, then the Recipient shall, within forty-five (45) days following the conclusion of the activation, evaluate the performance of all elements of the local emergency management program during that activation, and provide a written after action report to the Division.

(b) Funds may not be used for items such as door prizes and gifts. Flyers and educational information to educate the public about the Emergency Management Program is allowable.

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

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

**Attachment D**  
**Reports**

- A. The Recipient shall provide the Division with quarterly financial reports, semi-annual summary progress reports prepared in conjunction with the Division's Area Coordinator, and a final close-out report, all in a format to be provided by the Division.
  
- B. Quarterly financial reports shall begin with the first quarter of the Recipient's fiscal year; are due to the Division no later than thirty (30) days after the end of each quarter of the program year; and shall continue to be submitted each quarter until submission of the final close-out report. The ending dates for each quarter of this program year are December 31, March 31, June 30 and September 30.
  
- C. The final close-out report is due forty-five (45) days after termination of this Agreement.
  
- D. In addition to the above, in order to ensure compliance with Rule 9G-19.011, Florida Administrative Code, historical budgetary information relating to the Recipient's Emergency Management Program is also required. This information shall be developed based on guidelines provided by the Department and shall be submitted to the Division not later than December 31, 2007. The Historical Information form must be prepared and signed by an official of the County's Finance Office.
  
- E. In a format provided by the Division, a proposed staffing summary shall be submitted to the Division not later than December 31, 2007.
  
- F. If all required reports prescribed above are not provided to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may take such other action as set forth in Paragraphs (10), (11) and (12), and Rule 9G-19.014, Florida Administrative Code. "Acceptable to the Division" means that the work product was completed in accordance with generally accepted principles, guidelines and applicable law, and is consistent with the Scope of Work.

- G. Upon reasonable notice, the Recipient shall provide such additional program updates or information as may be required by the Division.
  
- H. All report formats provided by the Division shall be made available to the Recipient on the Division's Internet site and a hard copy will be mailed with a fully executed copy of the Agreement.

**Attachment E**

**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.

<input checked="" type="checkbox"/> <b>NO ADVANCE REQUESTED</b> No advance payment is requested.  Payment will be solely on a reimbursement	<input type="checkbox"/> <b>ADVANCE REQUESTED</b> Advance payment of \$ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, 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 2005	(B) FFY 2006	(C) FFY 2007	(D) Total
<b>1 INITIAL CONTRACT ALLOCATION</b>				
<b>2 FIRST THREE MONTHS CONTRACT EXPENDITURES<sup>1</sup></b>				
<b>3 AVERAGE PERCENT EXPENDED IN FIRST THREE MONTHS (Divide line 2 by line 1.)</b>				

<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:**

$$\text{Cell D3} \times \$ \text{EMPA Award (do not include match)} = \text{MAXIMUM ADVANCE}$$

**REQUEST FOR WAIVER OF CALCULATED MAXIMUM**

Recipient has no previous EMPA 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>2007-2008 Anticipated Expenditures for First Three Months of Contract</b>
Salaries/OPS	
Program Expenses	
<b>TOTAL EXPENSES</b>	

**Explanation of Circumstances**

**Attachment F**  
**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.

#### 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 G**

**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

\_\_\_\_\_  
DEM Contract Number

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

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

\_\_\_\_\_  
Date

**Attachment H**  
**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 hour's 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.