

STATE OF FLORIDA
**DEPARTMENT OF
COMMUNITY AFFAIRS**
DIVISION OF EMERGENCY MANAGEMENT

BOB GRAHAM
Governor



JOHN M. DeGROVE
Secretary

February 22, 1985

Mr. Terry Griffin, Director
Nassau County Civil Defense
11 North 14 Street, Room 114
Fernandina Beach, Florida 32034

Dear Mr. Griffin:

Enclosed is an executed copy of your County's Emergency Management Assistance (EMA) Agreement for FY 1985.

Also enclosed is FEMA Form 85-21, December 1983. This is the form you must use to claim expenditures against your EMA agreement. All other forms are obsolete and should be discarded immediately. A total of five (5) copies of Form 85-21 (one original and four copies) are due in this office within 15 days after the end of each quarter. Please ensure that Form 85-21 is signed attesting to the accuracy of the expenses claimed.

It is imperative that the above instructions be adhered to in order to ensure accurate and timely payments. Should these instructions not be followed, your expense claim will be returned to you for proper handling.

Should you have any questions regarding the above, please contact Ms. Pat Barrett.

Sincerely,

Gordon L. Guthrie
Director

GLG/PCB/sh

Enclosures (2)

cc: James Dalzell, NOFA

OFFICE OF THE DIRECTOR

1720 SOUTH GADSDEN STREET-TALLAHASSEE, FLORIDA 32301 (904)488-1900

AGREEMENT
BETWEEN THE STATE OF FLORIDA
DEPARTMENT OF COMMUNITY AFFAIRS
AND

Nassau County
(NAME OF SUBGRANTEE)

This Agreement, entered into this 1st day of October, 1984 between the Department of Community Affairs (Grantee) and the Nassau County (Subgrantee), shall govern certain emergency management related activities to be finance by the Grantee.

THEREFORE, the parties agree as follows:

1. TERMS OF AGREEMENT

a. This Agreement shall commence on the 1st day of October, 1984 and shall continue in full force and effect to and including the 30th day of September, 1985.

b. The Grantee agrees to allocate the Subgrantee the maximum sum of \$ 20,257 /50% which the Subgrantee will match with \$ 20,257 /50% for a total subgrant of \$ 40,514 /100% for the successful completion of the items of performance agreed to herein.

c. It is agreed that liability of the Grantee under this Agreement shall not exceed the total funds received by the Grantee for this purpose.

d. The Grantee or Subgrantee may terminate this Agreement for breach of contract or in the event of non-availability of funds with such notice as is reasonable under the circumstances. Either party may terminate this Agreement without cause by giving 30 days notice to the other party.

e. The Grantee or Subgrantee may, from time to time, request changes in the services to be provided under this Agreement or in the operating budget. Such requested changes must be submitted in writing, agreed to and signed by both parties in order to amend this Agreement.

f. The Subgrantee, in performing the requirements of this Agreement, shall comply with applicable laws, rules, regulations, ordinances and codes of the federal, state and local governments.

II. REQUIREMENTS AND ASSURANCES

a. General Provisions. The Subgrantee hereby assures and certifies that it will comply with regulations, policies, guidelines, and requirements including 44 CFR Part 302, CPG 1-3 and 1-5, OMB Circular No. A-87 and A-102 as they relate to application, acceptance and use of federal funds.

b. Budget Summary. The Subgrantee will complete the attached "Budget Summary" which is incorporated herein by reference as Exhibit A and which must be approved by the Grantee prior to expenditure of funds by the Subgrantee.

c. Scope of Work. The Subgrantee will complete a "Scope of Work" describing the activities/projects to be accomplished under this Emergency Management Assistance (EMA) agreement. Such scope of work is attached to and incorporated herein as Exhibit B.

d. Reports. Financial and progress reports must be submitted on a quarterly basis. These reports are due within fifteen (15) days after the end of each quarter.

e. Fiscal and Program Accountability. The Subgrantee must establish fiscal control and fund accounting procedures which assure proper disbursement of an accounting for subgrant funds and required matching expenditures. All monies spent on this project will be disbursed in accordance with provisions of the budget summary as approved by the Grantee. The Subgrantee acknowledges that it has full responsibility for fiscal and programmatic accountability for this subgrant. In the event the Subgrantee is unable to produce records capable of being audited without reconstruction by Auditors, all funds paid under this Agreement by the Grantee to the Subgrantee shall be disallowed and subject to repayment. The accounting system established and maintained by the Subgrantee must have internal controls adequate to safeguard the assets of the Subgrantee, check the accuracy and reliability of accounting data, promote operating efficiency and encourage compliance with prescribed management policies of this Agreement.

f. Recording and Documentation of Receipts and Expenditures. Accounting procedures must provide for an accurate and timely recording of receipt of funds by type of expenditures made from such funds and of unexpended balances. Accounting procedures must be adequate to ensure that expenditures charged to this subgrant are for allowable purposes and that documentation is readily available to verify that such charges are accurate.

g. Utilization and Payment of Funds. Funds awarded are to be expended only for purposes and activities covered by the Subgrantee's approved budget summary and scope of work (Exhibits A and B). Payments to the Subgrantee will be made on a quarterly basis in accordance with approved expenditure reports submitted by the Subgrantee.

h. Obligation of Grant Funds. Subgrant funds shall not, without advance written approval by the Grantee, be obligated prior to the effective date or subsequent to the termination date of the subgrant period. Obligations outstanding as of the termination date shall be liquidated within 90 days. Such obligations must be related to goods or services provided and utilized within the subgrant period.

i. Audit. An independent audit of the Subgrantee's financial management system will be performed not less frequently than every two years by the Subgrantee. The audits must comply with requirements of OMB Circulars No. A-102 (Attachment P) and A-110, must be performed in accordance with Standards for Audit of Government Organizations, Programs, Activities, and Functions and must

be made on an entity-wide basis which includes an appropriate sample of federal subgrants. The Subgrantee must indicate what organization(s) will conduct the audit(s), the approximate time the audit(s) will be initiated and completed, the coverage to be provided (including the period of activities), and a projected date when the "audit report" will be issued and forwarded to the Grantee.

j. Retention of Records. The Subgrantee shall maintain all records, documents and files pertaining to this Agreement for a period of three years from the date of conclusion of the Agreement unless informed by the Grantee that said records may be disposed of earlier. Access to those records must be provided at reasonable times to the Grantee and its employees and agents and to the federal grant agency, its employees and agents.

k. Legal Authorization. The Subgrantee certifies with respect to this subgrant that it possesses legal authority to apply for the grant and that the applicant's governing body has adopted a resolution which authorizes the execution and acceptance of the Agreement with all understandings and assurances contained herein; and names and authorizes the person to act in connection with this Agreement.

The Subgrantee acknowledges that the responsibility for complying with the approved subgrant award rests with the recipient Subgrantee and acknowledges that failure to do so may constitute grounds for the recession or suspension of this subgrant and may influence future subgrant awards.

IN WITNESS HEREOF, the Grantee and the Subgrantee have executed this Agreement as of the date first written above.

FOR THE SUBGRANTEE:

BY: John F. Claxton
Authorized County Official

John F. Claxton, Chairman
Name/Title

59-186-3042

Federal Employer Identification #

FOR THE GRANTEE:

STATE OF FLORIDA
DEPARTMENT OF COMMUNITY AFFAIRS

BY: [Signature]
Secretary
2/21/85
Date

Exhibit A - Budget Summary

Nassau County

Cost Category	Budget Requested	Budget Approved	Amended Budget
1. Salary & Fringe Benefits	\$41,957	\$40,514	
2. Travel	-0-	-0-	
3. Administrative Expenses	-0-	-0-	
4. TOTAL	\$41,957	\$40,514	
5. Federal Share	\$20,978.50	\$20,257	
6. Local Share	\$20,978.50	\$20,257	

*Any item purchased in excess of \$500 must have prior written approval from the Division of Emergency Management.

EXHIBIT B - SCOPE OF WORK

NASSAU COUNTY

1. Plan Development

- a. Update the Hazard Vulnerability Analysis (2nd quarter).
- b. Update the Capability Assessment (2nd quarter).
- c. Develop a Multi-Year Development Plan (3rd quarter).
- d. Conduct triennial review and update of NCP Plan (3rd quarter).

2. Training

- a. Director to attend special EMI courses as scheduled by DEM should funds become available.
- b. County to sponsor "Rural Firefighting Course" in cooperation with State Division of Forestry (1st quarter).

3. Communications

- a. Update microwave system should funds become available. (4th quarter).
- b. Install multi-frequency programmable base in alternate EOC with capabilities to move to EOC if needed.

4. Radiological Capabilities

Perform inspection and operational testing of radiological instruments (3rd quarter).

5. Warning

- a. Request Fernandina Cable TV interface local warning system on their additional 12 channels (3rd quarter).
- b. Delete sirens from local warning system (by 4th quarter).

6. Test and Exercises

- a. Conduct a county-wide disaster exercise (3rd quarter).
- b. Conduct a natural disaster tabletop exercise with county officials.

7. Public Information

- a. Conduct hurricane workshops prior to the commencement of hurricane season (3rd quarter).
- b. Make a minimum of three emergency management presentations to civic organizations (throughout fiscal year).