

GRANT AGREEMENT

THIS AGREEMENT is entered into by and between the State of Florida, Department of Community Affairs, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Department"), and Nassau County, (hereinafter referred to as the "County").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING FACTS:

WHEREAS, the Department is authorized, pursuant to Section 252.373, Florida Statutes, and Rule Chapter 9G-19, Florida Administrative Code, to disburse funds for emergency management grants to counties; and

WHEREAS, the County is eligible to receive said funds and agrees to comply with all the requirements of this Agreement and Rule Chapter 9G-19, Florida Administrative Code.

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

I. SCOPE OF WORK AND FUNDING

The County shall fully perform the obligations in accordance with the Scope of Work, Attachment A of this Agreement. Funding for performance of the Scope of Work shall be provided in accordance with Attachment F.

II. INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES

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

III. PERIOD OF AGREEMENT

This Agreement shall begin October 1, 1995 and shall end September 30, 1996, unless terminated earlier in accordance

with the provisions of Paragraphs VII. or IX. of this Agreement. All requests for reimbursement should be submitted prior to the termination date of the Agreement. However, no requests received after November 1, 1996, will be reimbursed from this Agreement. Reimbursement requests shall not be submitted by facsimile transmission.

IV. MODIFICATION OF CONTRACT

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

V. MONITORING

The County shall constantly monitor its performance under this Agreement to ensure that time schedules are being met, the Scope of Work is being accomplished and other performance goals are being achieved. Such review shall be made for each function or activity set forth in Attachment A to this Agreement, and reported in accordance with Attachment D. Records of such activities shall be created and retained in accordance with Attachment C.

VI. LIABILITY

The County shall be solely responsible to parties with whom it shall deal in carrying out the terms of this Agreement. For purposes of this Agreement, the County agrees that it is not an employee or agent of the Department.

VII. NONCOMPLIANCE, REMEDIES, AND TERMINATION

A. If a County fails to comply with any term applicable to an award under this rule chapter, the Department may take one or more of the following actions, as indicated by the attendant circumstances:

1. temporarily withhold cash payments, pending correction of the deficiency, or more severe enforcement action;
  2. disallow all or part of the cost of the activity or action not in compliance;
  3. suspend or terminate the award;
  4. disallow future participation in the program or funding provided under this rule chapter;
  5. recover all funds provided under the current award.
- B. Costs of the County resulting from obligations incurred by the County during suspension or after termination of an award are not allowable unless the Department expressly authorizes them in the notice of suspension or termination, or subsequently authorizes them in writing. Other County costs during suspension or after termination which are necessary and not reasonably avoidable may be allowable if:
1. the costs result from obligations which were properly incurred by the County before the effective date of the suspension or termination, are not in anticipation of the suspension or termination, and, in the case of termination, are not cancelable, and
  2. the costs would be allowable if the award were not suspended or expired normally at the end of the period in which the termination occurs.
- C. Counties of terminated grants shall remain obligated to provide all required closeout information.
- D. In the event that any audit determines that costs reimbursed or otherwise funded under this rule chapter should be disallowed, then the County shall return those disallowed funds to the Department. In the

alternative, the Department may offset the disallowed amount against any current or future awards to the County.

- E. Actions taken for noncompliance constitute final Department action under Chapter 120, Florida Statutes, as amended. Notification of such actions shall include notice of administrative hearing rights and time frames.
- F. The County shall return funds to the Department if found in non-compliance with laws, rules, regulations governing the use of the funds or this Agreement.
- G. This Agreement may be terminated by the written mutual consent of the parties.

VIII. NOTICE AND CONTACT

- A. The Department designates Joseph F. Myers, Director, Division of Emergency Management, or his designee, as the Department's Contract Manager. All communications, written or oral, relating to this Agreement shall be directed to him at the following address:

Department of Community Affairs  
Division of Emergency Management  
2740 Centerview Drive  
Tallahassee, Florida 32399-2100

- B. The signer of this agreement or his/her designee shall be the County's Contract Manager. All communications, written or oral, relating to this Contract shall be directed to him/her at the following address:

MR. ROBERT L. KOTSIS, DIRECTOR  
NASSAU COUNTY DEPT. OF PUBLIC SAFETY  
11N 14<sup>TH</sup> ST BOX-12  
FERNANDINA BEACH, FL 32034-0494

- C. In the event that different representatives 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 Paragraph VIII. A and B above.

IX. OTHER PROVISIONS

- A. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the County, in this Agreement, in any subsequent submission or response to Department request, or in any submission or response to fulfill the requirements of this Agreement, and such information, representations, and materials are incorporated by reference. The lack of accuracy thereof or any material changes shall, at the option of the Department and with thirty (30) days written notice to the County, cause the termination of this Agreement and the release of the Department from all its obligations to the County.
- B. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall lie in Leon County. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of this Agreement.
- C. No waiver by the Department of any right or remedy granted hereunder or failure to insist on strict performance by the County shall affect or extend or act as a waiver of any other right or remedy of the Department hereunder, or affect the subsequent exercise of the same right or remedy by the Department for any further or subsequent default by the County. Any power of approval or disapproval granted to the Department under the terms of this Agreement shall survive the terms and life of this Agreement as a whole.

- D. The Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

X. AUDIT REQUIREMENTS

- A. The County agrees to maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement.
- B. These records shall be available at all reasonable times for inspection, review, or audit by state personnel and other personnel duly authorized by the Department. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.
- C. County shall also provide the Department with the records, reports or financial statements upon request for the purposes of auditing and monitoring the funds awarded under this Agreement.
- D. The County shall provide the Department with an annual financial audit report which meets the requirements of Sections 11.45 and 216.349, Florida Statutes, and Chapter 10.550 and 10.600, Rules of the Auditor General, and, to the extent applicable, the Single Audit Act of 1984, 31 U.S.C. ss. 7501-7507, OMB Circulars A-128 or A-133 for the purposes of auditing and monitoring the funds awarded under this Agreement. The funding for this Agreement was received by the Department as a grant-in-aid appropriation.
1. The annual financial audit report shall include all management letters and the County'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 grant revenue by sponsoring Department and Agreement number.

3. The complete financial audit report, including all items specified in Paragraph X. D. 1. and 2. above, shall be sent directly to:

Department of Community Affairs  
Office of Audit Services  
2740 Centerview Drive  
Tallahassee, Florida 32399-2100

- E. In the event the audit shows that the entire funds, or any portion thereof, were not spent in accordance with the conditions of this Agreement, the County shall be held liable for reimbursement to the Department of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Department has notified the County of such non-compliance.
- F. The County shall retain all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for a period of three years after the date of submission of the final expenditures report. However, if litigation or an audit has been initiated prior to the expiration of the three-year period, the records shall be retained until the litigation or audit findings have been resolved.
- G. The County shall have all audits completed by an Independent Certified Public Accountant (ICPA) who shall either be a certified public accountant or a public accountant licensed under Chapter 473, Florida Statutes. The ICPA shall state that the audit complied with the applicable provisions noted above.
- H. The audit will be submitted no later than April 30, 1997.

XI. SUBCONTRACTS AND PROCUREMENT

- A. If the County subcontracts any or all of the work required under this Agreement, the County agrees to include in the subcontract that the subcontractor is bound by the terms and conditions of this Agreement with the Department.
- B. The County agrees to include in the subcontract a provision that the subcontractor shall hold the Department and County harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

See Attachment E for any additional terms and conditions pertaining to subcontracts.

XII. TERMS AND CONDITIONS

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

XIII. ATTACHMENTS

- A. All attachments to this Agreement are incorporated as if set out fully herein.
- B. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments hereto, the language of such attachments shall be controlling, but only to the extent of such conflict or inconsistency.

XIV. STANDARD CONDITIONS

The County agrees to be bound by the following standard conditions:

- A. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual



appropriation by the Legislature, and subject to any modification in accordance with Chapter 216, Florida Statutes.

- B. If otherwise allowed under this Agreement, extension of an Agreement for contractual services shall be in writing for a period not to exceed six (6) months and shall be subject to the same terms and conditions set forth in the initial Agreement. There shall be only one extension of the Agreement unless the failure to meet the criteria set forth in the Agreement for completion of the Agreement is due to events beyond the control of the County.
- C. All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.
- D. If otherwise allowed under this Agreement, all bills for any travel expenses shall be submitted in accordance with s. 112.061, Florida Statutes.
- E. The Department reserves the right to unilaterally cancel this Agreement for refusal by the County to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the County in conjunction with the Agreement.

XV. STATE LOBBYING PROHIBITION

No funds or other resources received from the Department in connection with this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state Department.

XVI. LEGAL AUTHORIZATION

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

covenants and assurances contained herein. The County also certifies that the undersigned possesses the authority to legally execute and bind County to the terms of this Agreement. By its signature below, the County reaffirms its certification to employ and maintain a full-time Director consistent with Section 9G-19.002(6), Florida Administrative Code.

XVII. EQUIPMENT AND PROPERTY MANAGEMENT

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

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

In particular, the County agrees:

- A. That any reports of problems with the Equipment or system, trouble reports, and any requests for repairs, service, maintenance or the like, shall be communicated directly and exclusively to the Department's State Warning Point (SWP) (904) 413-9110.
- B. That the County will assist and comply with the instructions of the SWP and any technical service representative responding to the report or service request. County personnel shall cooperate with

and assist service representatives, as required, for installation, troubleshooting and fault isolation, with adequate staff.

- C. That the County shall not change, modify, deinstall, relocate, remove or alter the Equipment, accessories, attachments and related items without the express written approval of the Department.
- D. That the County shall provide access, subject to reasonable security restrictions, to the Equipment and related areas and locations of the County's facilities and premises, and will arrange permitted access to areas of third-party facilities and premises for the purpose of inspecting the Equipment and performing work related to the Equipment. Service representatives and others performing said work shall comply with the County's reasonable rules and regulations for access, provided the Department is promptly furnished with a copy after execution of this Agreement. The County shall provide safe access to the Equipment and will maintain the environment where the Equipment is located in a safe and secure condition. The County shall provide service representatives with access to electrical power, water and other utilities, as well as telephone access to the County facility as required for efficient service.
- E. That the County shall take reasonable steps to secure the Equipment and to protect the Equipment from damage, theft, loss and other hazards. This shall not obligate the County to procure insurance. The Department agrees to procure and maintain all risks insurance coverage on the Equipment. The County agrees to refrain from using or dealing with the Equipment in any manner which is inconsistent with the HNS Agreements, any policy of insurance referred to in the HNS Agreements, any applicable laws, codes ordinances or regulations. The County shall not allow the Equipment to be misused, abused, wasted, or

allowed to deteriorate, except normal wear and tear resulting from its intended use. The County shall immediately report any damage, loss, trouble, service interruption, accident or other problem related to the Equipment to the SWP, and shall comply with reasonable instructions issued thereafter.

- F. The County acknowledges that any software supplied in connection with the use or installation of the equipment is subject to proprietary rights of Hughes Network Systems, Inc., and/or HNS's vendor(s) and/or the Department's vendor(s). The use of one copy of said software is subject to a license granted from HNS to the Department, and a sublicense from the Department to the County, to use the software solely in the operation of the Equipment, to commence on delivery of the software to the County and to last for the term of the HNS Agreements. The County shall not: (i) copy or duplicate, or permit anyone else to copy or duplicate, any part of the software, or (ii) create or attempt to create, or permit others to create or attempt to create, by reverse engineering or otherwise, the source programs or any part thereof from the object programs or from other information provided in connection with the Equipment. The County shall not, directly or indirectly, sell, transfer, offer, disclose, lease, or license the software to any third party.
- G. The County agrees to comply with these provisions for a period of sixty (60) months from the date of installation of the Equipment, or the termination of the HNS Agreements, whichever occurs first.

#### XVIII. COMMUNICATIONS COSTS

By its execution of this Agreement, County authorizes the Department to deduct the appropriate costs of the recurring charges for the satellite communications equipment from the allocation provided to County under Rule 9G-19.005(3),

Florida Administrative Code. The deduction is \$500 per month for twelve months less a credit of \$1,950 from Fiscal Year 1994-95 for a total deduction of \$4,050 for Fiscal Year 1995-96.

In the event the County desires to continue use of the National Warning System (NAWAS) line, then the County shall assume all operational and fiscal responsibility for the NAWAS line and equipment in the County as of October 1, 1994.

XIX. CERTIFICATIONS

By its execution of this Agreement, the County certifies that it is in full compliance with the Rule Chapter 9G-19, F.A.C., Chapter 252, Florida Statutes and appropriate administrative rules and regulations that guide the emergency management program and associated activities.

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

County: NASSAU

BY: Jimmy L. Higginbotham

Name and title: Jimmy L. Higginbotham, Chairman  
Nassau Board of County Commission

Date: 18 SEPTEMBER 1995

Federal Employer I.D. 59 186 3042

STATE OF FLORIDA  
DEPARTMENT OF COMMUNITY AFFAIRS

BY: Joseph F. Myers

Name and Title: Joseph F. Myers, Director

Date: 10-11-95

## Attachment A

### 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. This Scope of Work recognizes that each county is at a varying level of preparedness, and it is understood that each county has a unique geography, faces unique threats and hazards and serves a unique population.

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

As a condition of receiving funding pursuant to this Agreement, the County shall implement year one of its Department approved Five-Year Strategic Plan as the Scope of Work, attached hereto as Attachment A-1.

Attachment B

PROGRAM STATUTES AND REGULATIONS

1. Chapter 252, Florida Statutes
2. Rule Chapter 9G-19, Florida Administrative Code
3. OMB Circular A-87
4. Chapter 287, Florida Statutes
5. Chapter 119, Florida Statutes
6. Chapter 60A-1, Florida Administrative Code
7. The Robert T. Stafford Disaster Relief and Assistance Act (42 USC 5121 et seq)
8. 44 Code of Federal Regulations parts 13 and 206
9. Rule Chapters 9G-6 and 9G-7, Florida Administrative Code



Attachment C

RECORDKEEPING

- A. If applicable, County's performance under this Agreement shall be subject to OMB Circular No. A-102, "Uniform Administrative Requirements for State and Local Governments" 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."
- B. All original records pertinent to this Agreement shall be retained by the County for three years following the date of termination of this Agreement or of submission of the final close-out report, whichever is later, with the following exceptions:
  - 1. If any litigation, claim or audit is started before the expiration of the three year period and extends beyond the three year period, the records will be maintained until all litigation, claims or audit findings involving the records have been resolved.
  - 2. Records for the disposition of non-expendable personal property valued at \$1,000 or more at the time of acquisition shall be retained for three years after final disposition.
  - 3. Records relating to real property acquisition shall be retained for three years after closing of title.
- C. All records, including supporting documentation of all program costs, shall be sufficient to determine compliance with the requirements and objectives of the Scope of Work, Attachment A, and all other applicable laws and regulations.
- D. The County, its employees or agents, including all subcontractors or consultants to be paid from funds provided

under this Agreement, shall allow access to its records at reasonable times to the Department, its employees, and agents. "Reasonable" shall be construed according to the circumstances but ordinarily shall mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by the Department.

Attachment D

REPORTS

- A. At a minimum, the County shall provide the Department with quarterly financial, quarterly summary project progress and final close-out reports, all in a format to be provided by the Department.
- B. Quarterly reports shall begin with the first quarter of the county fiscal year; are due to the Department no later than thirty (30) days after the end of each quarter of the program year; and shall continue to be submitted each quarter until submission of the final close-out report. The ending dates for each quarter of this program year are December 31, March 31, June 30 and September 30.
- C. The final close-out report is due forty-five (45) days after termination of this Agreement.
- D. If all required reports and copies prescribed above are not sent to the Department or are not completed in a manner acceptable to the Department, the Department may withhold further payments until they are completed or may take such other action as set forth in Paragraphs VII. and IX., and Rule 9G-19.014, F.A.C. "Acceptable to the Department" means that the work product was completed in accordance with generally accepted principles and applicable law, and is consistent with the Scope of Work.
- E. Upon reasonable notice, the County shall provide such additional program updates or information as may be required by the Department.

Attachment E

PROCUREMENT, SUBCONTRACTS AND SUBGRANTS

- A. Subcontracts entered into by a County in connection with any portion of the proposed project shall contain all terms of the County's Agreement with the Department.
- B. The County shall send a copy of any subcontracts entered into in connection with implementing the proposed project to the Department within 30 days after their effective date.
- C. The County shall not award subgrants using funds awarded pursuant to this rule chapter.
- D. The County shall comply with all applicable procurement rules and regulations in securing goods and services to implement a proposed project. Wherever required by law or otherwise permitted, the County shall utilize competitive procurement practices.
- E. Allowable costs shall be determined in accordance with Office of Management and Budget Circular A-87.

FUNDING/MATCHING

- A. This is a cost-reimbursement Agreement. The County shall be reimbursed for costs incurred in the satisfactory performance of work hereunder in an amount not to exceed \$67,874 subject to the availability of funds. The amount of funds available pursuant to this rule chapter may be adjusted proportionally when necessary to meet any matching requirements imposed as a condition of receiving federal disaster relief assistance or planning funds. Funds received from the Emergency Management, Preparedness and Assistance Trust Fund may not be used to supplant existing funds.
- B. Any advance payment under this Agreement is subject to s. 216.181(14), Florida Statutes. Twenty-five (25) percent of an award may be advanced. Payment of reimbursable expenditures may be requested thereafter, at anytime during any quarter.

All funds received hereunder shall be placed in an interest-bearing account with a separate account code. The interest earned on said account shall be remitted to the Department within ninety (90) days after the end of the Agreement period.

If an advance payment is requested, the budget data on which the request is based and a justification letter shall be submitted. The letter will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds.

Indicate below which method of payment is preferred:

1. ☒ No advance payment is requested; payment will be made solely on a reimbursement basis.
2. ☐ An advance payment of \$\_\_\_\_\_ is requested; balance of payments will be made on a reimbursement basis.  
(Justification letter must be provided;  
advanced funds may not exceed 25% of  
total eligible award)

- C. After the initial advance, if any, any further payments shall be made on a reimbursement basis. The County agrees to expend funds in accordance with the Scope of Work, Attachments A and A-1 of this Agreement.
- D. Funds disbursed to the County by the Department that are not expended in implementing the project shall be returned to the Department, along with interest earned on the funds, within ninety (90) days of the expiration of the award agreement.
- E. The County shall comply with all applicable procurement rules and regulations in securing goods and services to implement a proposed project.
- F. Allowable costs shall be determined in accordance with applicable Office of Management and Budget Circulars, or, in the event no circular applies, by 48 CFR Part 31 CONTRACT COST PRINCIPLES AND PROCEDURES.
- G. The County shall establish a separate account code for tracking all deposits, expenditures and interest pertaining to an award. A separate account code shall be established for each award received.
- H. At a minimum, the County shall continue to provide other funding for the County Emergency Management Department at an amount equal to either: (1) the average of the previous three years' level of county general revenue funding of the County Emergency Management Department; or (2) the level of funding for the County Emergency Management Department for the last fiscal year, whichever figure is lower. County general revenue funding for 911 services, emergency medical services, law enforcement, criminal justice, public works or other services outside the Emergency Management Department by Section 252.38, Florida Statutes, shall not be included in determining the "level of county funding of the County Emergency Management Department." The County shall certify compliance with this rule chapter and this rule by their execution of this Agreement, and as a condition precedent to receipt of funding.
- I. Should the County wish to carry forward, into the fiscal year beginning October 1, 1996, any unspent funds awarded under this contract, the County must

request such carry forward of funds in writing to the Department. This request must demonstrate that exceptional circumstances beyond the control of the County existed and prevented full expenditure of this award. This written request must be submitted to the Department along with the fourth quarter financial report required under Attachment D, Section C. Failure to timely submit information, or failure to submit complete information, may result in the denial of a request to carry funds forward. Any approved requests will be made through modifications to the County's following year's base contract.

NASSAU COUNTY EMERGENCY PREPAREDNESS 5 YEAR STRATEGIC PLAN 1995

REVISED

In pursuance to the scope of Work for the Emergency Management Preparedness and Assistance Grant: 95EO-3G-04-55-01-045, I am submitting a *5 YEAR Strategic Plan* for Nassau County Emergency Preparedness. In developing this plan I am reminded of the concept of "bounded rationality", the essence of this concept is that people select protection options that reflect their perception of risk - - perceptions that often do not conform to scientifically determined assessments. This is borne out by the constant quest to build on the beaches and river's without regard for the potential devastation brought on by a Northeaster or a Hurricane.

The major vulnerability of Nassau County is that of an impact from a Hurricane on the order of magnitude of Category 3 or above. In the recent years the occasional Northeaster has caused discomfort and loss of roadway and houses. In the realm of daily exposure there is the ever present danger of a Hazardous Materials incident on the roadways or at one of the major paper mills on Ameila Island or at any one of the water treatment facilities. Another realm of vulnerability resides in the growth of Mobile Homes, which have the unfounded scientific propensity to attract Tornadoes. While Nassau County struggles to remain a Rural Community, the surge of growth being thrust upon it by the economic development within the Metropolitan Area continually adds to the challenge of preparedness. This plan is intended to serve as a mechanism by which the respective City Councils and the Board of County Commissioners can effectively respond to any situation with confidence. This by no means removes the burden of responsibility from the individual citizen to remain out of harms way to the best of their ability.

This is a new direction for Nassau County and this document is intended to set a firm foundation for the near future and the far future. As noted this is a *5 Year Plan*. The realistic obtainment of this plan is predicated on the governmental involvement, industry and local businesses, the citizens, and the availability of funding. While the majority of the funding requirements can not be borne alone by the Grant, it can serve to provide a seed by which the goals can more readily be obtained.



**NASSAU COUNTY EMERGENCY PREPAREDNESS 5 YEAR STRATEGIC PLAN 1995**

**GOAL 1: ESTABLISH A NASSAU COUNTY COMPREHENSIVE EMERGENCY MANAGEMENT PLAN**

**STRATEGY 1.1** Develop and produce a County Comprehensive Emergency Management Plan in accordance with new State and FEMA guidelines.

**MARCH 1995**

**TASK 1.1** Assist in the development of Disaster Contingency Planning for all governmental agencies within Nassau County.

**TASK 1.2** Incorporate these plans in the overall Nassau County CEMP.

**TASK 1.3** Notify local health facilities of their need for comprehensive emergency management plan requirements and ascertain present capabilities.

**JUNE 1995**

**TASK 1.4** Complete development of all appropriate annexes and sops.

**TASK 1.5** Assist health care facilities in their preparation of a comprehensive emergency plan.

**TASK 1.6** Conduct self evaluation for emergency preparedness in accordance with established DEM guide lines.

**AUGUST 1995**

**TASK 1.7** Present draft of Nassau County CEMP to the Board of County Commissioners.

**SEPTEMBER 1995**

**TASK 1.8** Continue development of Disaster Contingency Planning for all governmental agencies within Nassau County.

**TASK 1.9** Develop liaison with the business community through the Chambers' of Commerce to further the Disaster Contingency Planning for the business community.

**TASK 1.10** Present the completed final version of the Nassau County Comprehensive Emergency Management Plan to the Nassau County Board of Commissioners for acceptance and adoption by resolution.

**NASSAU COUNTY EMERGENCY PREPAREDNESS 5 YEAR STRATEGIC PLAN 1995**

**NOVEMBER 1995**

TASK 1.11 Review all health facilities plans for compliance.

**JUNE 1996**

TASK 1.12 Conduct self evaluation for emergency preparedness in accordance with established DEM guide lines.

**OCTOBER 1996**

TASK 1.13 Enhance the Nassau County CEMP by continual monitoring of governmental agencies planning.

TASK 1.14 Incorporate the business communities Disaster Contingency Plans into the Nassau County CEMP.

**OCTOBER 1997 - 1 OCTOBER 2000**

TASK 1.15 Continually monitor the plan(s) and expand and revise as warranted by growth and revision of Nassau County governmental agencies.

NASSAU COUNTY EMERGENCY PREPAREDNESS 5 YEAR STRATEGIC PLAN 1995

**GOAL 2: REVISE AND ENHANCE EMERGENCY EVACUATION AND RE-ENTRY PROCEDURES.**

**STRATEGY 2.1** Working in concert with the Chief of Police of Fernandina Beach and the Sheriff of Nassau County and the FDLE Liaison develop update traffic flow patterns and identification passes for the residents and business community.

**JUNE 1995**

**TASK 2.1** Present a revised Evacuation Zone Map/Traffic Control procedure to the County Board of Commissioners.

**TASK 2.2** Develop a standard operating procedure for the RE-ENTRY in post disaster situations.

**TASK 2.3** Develop a decal that can be readily seen by law enforcement and security personnel to be issued to the appropriate citizens within the county.

**AUGUST 1995**

**TASK 2.4** Inform the citizens of Nassau County about the revised procedures and decals.

**TASK 2.5** Issue the appropriate decals.

**MAY 1996 - 1 MAY 2000**

**TASK 2.6** Update decal issue file and re-issue corresponding year decal.

NASSAU COUNTY EMERGENCY PREPAREDNESS 5 YEAR STRATEGIC PLAN 1995

**GOAL 3: ENHANCE SHELTERING FACILITIES WITHIN NASSAU COUNTY**

**JUNE 1995**

**STRATEGY 3:** Re-inspect facilities considered shelter facilities by the Northeast Florida Chapter of the American Red Cross

TASK 3.1 Identify any new facilities that could serve as a shelter.

TASK 3.2 Issue a Request for Professional Services for the following items:

- A. Shelter integrity.
- B. Auxiliary power requirements.
- C. Develop a cost analysis for retro fitting shelter facilities incorporating the findings of the shelter integrity and auxiliary power requirements.

**OCTOBER 1995**

TASK 3.3 Meet with the Nassau County School Board to report the findings.

TASK 3.4 Meet with the Northeast Chapter of the American Red Cross to report the findings. Identify Shelter Managers and staff availability.

TASK 3.5 Present the findings to the Board of County Commissioners and adopt a priority list.

TASK 3.6 Develop alternative funding sources for the shelter retro fit program.

**MAY 1996 - 1 MAY 2000**

TASK 3.7 Seek retro fit funding from County Board of Commissioners and Nassau County School Board.

TASK 3.8 Identify any new facilities constructed that could serve as a shelter.

TASK 3.9 Insure that the Northeast Chapter of the American Red Cross has Shelter Managers and staff assigned to the designated shelters.

NASSAU COUNTY EMERGENCY PREPAREDNESS 5 YEAR STRATEGIC PLAN 1995

**GOAL 4: ENHANCE EXISTING PERSONS WITH SPECIAL NEEDS  
EVACUATION AND SHELTERING PLAN.**

**STRATEGY 4.1** Coordinate with the Nassau County Public Health Unit and the Council on Aging in designating shelter requirements, staffing, funding, and transportation requirements of Nassau County.

**JULY 1995**

**TASK 4.1** Update existing list incorporating the SPECIAL NEEDS TRACKING AND REGISTRATION (STAR) software.

**TASK 4.2** Identify requirements of implementing the program.

**OCTOBER 1995**

**TASK 4.3** Present program to the Board of County Commissioners.

**TASK 4.4** Continue coordination with the Council on Aging and Nassau County Public Health Unit in identifying shelter availability, staffing availability, and transportation requirements.

**MAY 1996 - 1 MAY 2000**

**TASK 4.5** Request funding allocation for support of this program from the Board of County Commissioners.

**TASK 4.6** Continue to monitor program and maintain liaison with the Council on Aging and the Nassau County Public Health Unit.

NASSAU COUNTY EMERGENCY PREPAREDNESS 5 YEAR STRATEGIC PLAN 1995

**GOAL 5: ENHANCE EMERGENCY WARNING/BROADCASTING CAPABILITIES WITHIN NASSAU COUNTY.**

**STRATEGY 5.1** Meet with media representatives of Nassau County, Duval County Florida, and Camden County Georgia to facilitate the increase existing Warning/Broadcast capabilities.

**MAY 1995**

**TASK 5.1** Identify existing Warning/Broadcast systems within the county.

**TASK 5.2** Meet with local Cable Station Operators to discuss the cost/feasibility of installing local EBS capabilities.

**TASK 5.3** Issue a Request for Professional Services for the following:  
A. Survey of existing County Emergency Preparedness communications.  
B. Recommendations for improvement and related cost analysis.

**OCTOBER 1995**

**TASK 5.4** Submit study and recommendations to the County Board of Commissioners.

**TASK 5.5** Develop alternative funding sources for implementation of recommendations.

**OCTOBER 1995 - OCTOBER 1996**

**TASK 5.6** Maintain liaison with Duval County for the activation of the EBS.

**TASK 5.7** Maintain liaison with NOAA Jacksonville Weather Station.

**TASK 5.8** Monitor the upgrading of the Emergency Warning/Broadcast system for Nassau County.

NASSAU COUNTY EMERGENCY PREPAREDNESS 5 YEAR STRATEGIC PLAN 1995

**GOAL 6: PREPARE THE NASSAU COUNTY HAZARDOUS MITIGATION (409) PLAN.**

**STRATEGY 6.1** Coordinate the plan development with the Nassau County Planner and the Northeast Florida Regional Planning Council.

**JULY 1995**

**TASK 6.1** Establish frame work outline by which the plan can be systematically developed.

**AUGUST 1995**

**TASK 6.2** Establish a person within the County that can be appointed as the Local Government Hazard Mitigation Coordinator.

**JANUARY 1996**

**TASK 6.3** Present draft of the Hazardous Mitigation Plan to the Board of County Commissioners.

**TASK 6.4** Issue a Request for Professional Services for the following:  
A. Cost analysis for the recommendations resulting from the plan development.

**TASK 6.5** Develop funding sources to aid in Hazardous Mitigation.

**APRIL 1996**

**TASK 6.6** Request funding for Hazardous Mitigation from the Board of County Commissioners.

**TASK 6.7** Request for Hazardous Mitigation from other funding sources.

**JUNE 1996 - OCTOBER 2000**

**TASK 6.8** Monitor Hazardous Mitigation Plan and county growth to insure applicability and compliance with the State of Florida and Nassau Comprehensive Land Use Plan.

NASSAU COUNTY EMERGENCY PREPAREDNESS 5 YEAR STRATEGIC PLAN 1995

**GOAL 7: ESTABLISH EMERGENCY MITIGATION, PREPAREDNESS, RESPONSE, AND RECOVERY TRAINING.**

**STRATEGY 7.1** With the assistance of DEM/Training develop series of Hazardous Mitigation, Preparedness, Response, and Recovery training seminars for the Nassau County Governmental Agencies.

**AUGUST 1995**

**TASK 7.1** Establish training requirements for governmental and public sector persons in the following areas: Rapid Impact Team Liaison, Damage Assessment, Disaster Application Center Operations.

**OCTOBER/NOVEMBER 1995**

**TASK 7.2** Conduct a series of Damage Assessment Work Shops.

**TASK 7.3** Conduct a series of Rapid Impact Team Liaison Work Shops.

**TASK 7.4** Conduct a series of Disaster Application Center Operations Work Shops

**DECEMBER 1995**

**TASK 7.5** Attend the Disaster Recovery Institute Training course Dec 11-15, 1995.

**JANUARY 1996 - OCTOBER 2000**

**TASK 7.6** Coordinate with the Association of Contingency Planners, Northeast Chapter of Florida (ACP-NEFL) and the Baker & Duval County Emergency Preparedness Planner for presentation of Public awareness training.

**APRIL 1996 - APRIL 2000**

**TASK 7.7** Schedule and conduct Hurricane Awareness and Response training for Nassau County Governmental Agencies. Shrimp Festival presentation.

**TASK 7.8** Coordinate the presentation of Hurricane Awareness and Response training for the Nassau County Public sector with ACP-NEFL.



NASSAU COUNTY EMERGENCY PREPAREDNESS 5 YEAR STRATEGIC PLAN 1995

**GOAL 8: ENHANCE EMERGENCY PREPAREDNESS PLANING & RESPONSE THROUGH THE IMPLEMENTATION OF GRAPHICAL INFORMATION SYSTEMS & GLOBAL POSITIONING SYSTEMS.**

**STRATEGY 8.1** Conduct a review of existing computer hardware and software capabilities within the Nassau County Governmental Agencies. Coordinate efforts with the Nassau County's Planner, Systems Administrator, Property Appraisers, and Tax Collector's office.

**JUNE 1995**

**TASK 8.1** Establish coordination of support for GIS/GPS with Duval County GIS Manager and the University of Florida and Florida State University.

**TASK 8.2** Coordinate with the Northeast Florida Regional Planing Council for GIS support in the completion of the Hazardous Materials Plan and the Nassau County Comprehensive Emergency Management Plan. Also establish support and response capabilities in the event of a disaster.

**JULY 1995**

**TASK 8.3** Issue a Request(s) for Professional Services for the following:

A. The clean up of existing street data base files to reflect current correct addressing and street names.

B. Digitizing of the following cities parcel files:

- (1) Town of Callahan.
- (2) Town of Hilliard.
- (3) Town of Yulee.
- (4) Residential areas not within town boundaries.

C. Attaching the Property Appraisers's parcel number to the County Parcel files.

**TASK 8.4** Purchase Global Positioning Equipment.

**TASK 8.5** Develop a cadre of citizens with computer capabilities to assist in the event of a disaster in the realm of Graphical Information Systems.

**SEPTEMBER 1995 - OCTOBER 2000**

**TASK 8.6** Upload GIS/GPS data to State DEM GIS Section.

NASSAU COUNTY EMERGENCY PREPAREDNESS 5 YEAR STRATEGIC PLAN 1995

TASK 8.7 Upload GIS/GPS data to UF & FSU & NERPC.

TASK 8.8 Monitor GIS/GPS data files and update as needed.

TASK 8.9 Continue facilitating the utilization of GIS/GPS.



STATE OF FLORIDA  
DEPARTMENT OF COMMUNITY AFFAIRS

EMERGENCY MANAGEMENT • HOUSING AND COMMUNITY DEVELOPMENT • RESOURCE PLANNING AND MANAGEMENT

LAWTON CHILES  
Governor

JAMES F. MURLEY  
Secretary

August 30, 1995

The Honorable Jimmy L. Higgonbotham  
Chairperson, Nassau County  
Board of County Commissioners  
Post Office Drawer 1010  
Fernandina Beach, Florida 32034

Dear Commissioner Higgonbotham:

In a letter dated August 25, 1995, Suzanne Adams informed you that records indicated your Five-Year Strategic Plan was either not submitted or had not yet been approved by the Florida Division of Emergency Management. I wanted to personally write to you to let you know that the review of your plan is complete and that it has been approved.

Your staff has expended great efforts to ensure the Five-Year Strategic Plan is a well written document that addresses the needs of the community and the safety for all residents of your county.

Please contact me if I can be of further assistance.

Sincerely,

Joseph F. Myers, Director  
Division of Emergency Management

JFM/egw

cc: Robert L. Kotsis, Director of Public Safety  
Nassau County Department of Emergency Services

2740 CENTERVIEW DRIVE • TALLAHASSEE, FLORIDA 32399-2100

FLORIDA KEYS AREA OF CRITICAL STATE CONCERN  
FIELD OFFICE  
2796 Overseas Highway, Suite 212  
Marathon, Florida 33050-2227

SOUTH FLORIDA RECOVERY OFFICE  
P.O. Box 4022  
8600 N.W. 36th Street  
Miami, Florida 33159-4022

GREEN SWAMP AREA OF CRITICAL STATE CONCERN  
FIELD OFFICE  
155 East Summerlin  
Bartow, Florida 33830-4641



**STATE OF FLORIDA  
DEPARTMENT OF COMMUNITY AFFAIRS**

**EMERGENCY MANAGEMENT • HOUSING AND COMMUNITY DEVELOPMENT • RESOURCE PLANNING AND MANAGEMENT**

**LAWTON CHILES**  
Governor

**JAMES F. MURLEY**  
Secretary

February 22, 1996

Mr. Robert L. Kotsis, Director  
Nassau County Department of  
Emergency Services  
11 North 14th Street, Box 12  
Fernandina Beach, Fl. 32034-0494

Dear Mr. Kotsis:

The purpose of this letter is to set forth the procedures for the completion of your Fiscal Year (FY) 1996 State and Local Assistance (SLA) Agreement. Please note that a county may not incur costs against their SLA allocation until:

- \* all work items specified in the FY 1995 Emergency Management Assistance (EMA) Scope of Work have been completed;
- \* all tasks specified below have been completed; and
- \* the SLA Agreement is executed by both parties.

Based on the amount of SLA funds being passed through to local governments at this time, provided under the Federal Budget Continuing Resolution, and based on the FY 1995 EMA initial allocations, your county will receive an initial FY 1996 SLA allocation of \$6,487.25.

Since the Federal Government has not passed a budget for fiscal year 1995-1996, we are not only unaware of the final dollar amount for the SLA program, but also when we may expect the final allocations. To allow for the computation of final figures for the FY 1996 SLA Agreements we must be in receipt of the final allocation from the Federal Government. The final FY 1996 SLA county allocations will be based on actual dollars received by the Federal Government. Your final FY 1996 allocation for SLA could be greater or less than previous year allocations under EMA depending on the outcome of the Federal FY 1995-1996 budget process.

**2740 CENTERVIEW DRIVE • TALLAHASSEE, FLORIDA 32399-2100**

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Mr. Robert L. Kotsis  
February 22, 1996  
Page Two

Until then, please certify in writing to this office that your county is eligible to apply for matching funds, and the dollar amount that your county will be eligible to match. This will allow us to expedite the final allocations for SLA when the Federal Government provides a final award. If your county cannot match the initial allocation, list the amount that your county can match. If your county will not be applying for matching funds under this program, please notify us in writing immediately and return the enclosed agreement. Otherwise, please complete the tasks as listed and have the enclosed agreement executed in triplicate by the proper county official and return all copies, with original signatures, to this office as soon as possible. A copy of the Agreement will be forwarded to you upon execution by the Department. Modifications to this Agreement will be advised by certified mail, as stated in the Agreement, paragraph I.B..

Enclosed please find three copies of the FY 1996 SLA Agreement and a copy of the Administrative Expenditure Report to be used in claiming reimbursement under your SLA Agreement. The report form should be reproduced as needed to claim expenditures.

Also enclosed is a staffing pattern, FEMA form 85-17, dated June 1990. Please complete the form in accordance with the instructions listed on the reverse side; and attach a copy of the position description (s) for all positions listed on your staffing pattern.

Should you have any questions or concerns in regard to this Agreement please call Jane Dixon, Grants Specialist V at (904) 413-9939.

Sincerely,



Joseph F. Myers, Director  
Division of Emergency Management

JFM:jd

Enclosures

cc: Eric Gentry  
Eve Rainey  
Frank Koutnik



NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS  
**DEPARTMENT OF PUBLIC SAFETY**

NASSAU COUNTY OFFICE ANNEX  
11 North 14th Street, Box 12  
Fernandina Beach, Florida 32034-0494



March 7, 1996

Mr. Joseph F. Myers, Director  
Division of Emergency Management  
Dept. of Community Affairs  
2740 Centerview Dr.  
Tallahassee, Florida 32399-2100

Dear Mr. Myers:

Nassau County has budgeted a total amount of \$246,219.00 for the Department of Public Safety for Fiscal Year 95/96. The allocated salaries and fringe benefits for the Director of Public Safety, who is also the Designated Emergency Management Director and one Administrative Assistant is \$92,263.10. The remaining balance of \$153,955.90 is allocated to other personnel salaries and departmental expenses.

If you need any further information please contact us.

Sincerely,

A handwritten signature in cursive script, reading "Jim B. Higginbotham".

Jim B. Higginbotham  
CHAIRMAN  
BOARD OF COUNTY COMMISSIONERS

JBH/dd

enc.

2/1/96

3 original sent &  
1 via [unclear] 1  
to [unclear]