

Contract Number: 02CP-04-04-55-01-045
CSFA Number: 52008
CFDA Number: 83.552

STATE FUNDED SUBGRANT AGREEMENT

THIS AGREEMENT is entered into by and between the State of Florida, Department of Community Affairs, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Department"), and **NASSAU COUNTY**, (hereinafter referred to as the "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, Attachments A and A-1 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, 2001 and shall end September 30, 2002, unless terminated earlier in accordance with the provisions of Paragraphs VII, IX or X of this Agreement. All requests for reimbursement must be submitted within 30 days after the termination date of the Agreement. No reimbursement requests received after November 1, 2002 may 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. No change to the terms and conditions of this Agreement, including the Scope of Work, shall be effective until filed and approved in accordance with the provisions in Attachment A. However, changes to the amount of funding to be provided may be accomplished by notice from the Department to the County, in the form of certified mail, return receipt requested. The

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Department may make an award of additional funds by subsequent Award Letter certified mail, return receipt requested, to the County's contact identified in Paragraph VIII, below. Should the County determine it does not wish to accept the award of additional funds, then the County shall provide notice to the Department contact within thirty (30) days of receipt of the Award Letter. Otherwise, the County shall provide to the Department its written notice of acceptance within forty-five (45) days of receipt of the Award Letter. The terms of this Agreement shall be considered to have been modified to include the additional funds upon receipt of the written notice of acceptance.

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 or condition applicable to an award under Rule Chapter 9G-19 or any term or condition including, but not limited to, federal and state laws, agreements, rules and regulations, applicable to any other funding for the County administered by the Division, then the Department shall 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, in the sole discretion of the Department, 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 with 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 Agreement should be disallowed, then the County shall return those disallowed funds to the Department. In the alternative, the Department may, in its sole discretion, offset the disallowed amount against any current or future awards to the County from any other grant agreement or contract with the County administered by the Department.
- 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, or 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. All written communications relating to this Agreement shall be directed to the following address:
- Planning Manager, EMPA Trust Fund
Department of Community Affairs
Division of Emergency Management
Bureau of Compliance Planning and Support
2555 Shumard Oak Boulevard
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 Agreement shall be directed to him/her at the following address:

Thomas B. Kochheiser, Director
Nassau County Emergency Services
11 North 14th Street, Suite 12
Fernandina Beach, FL 32034
Telephone #: (904) 491-7525

- C. All payments relating to this Agreement shall be mailed to the following address:

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

- D. In the event that different representatives are designated by either party after execution of this Agreement, notice of the name, title, address and telephone number of the new representative will be rendered as provided in Subparagraphs 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, but shall be deemed severable, and 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

FEDERAL FUNDS AWARDED UNDER THIS AGREEMENT

- 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. The 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. In the event that the County expends \$300,000 or more in Federal awards in its fiscal year, the County must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. In determining the Federal awards expended in its fiscal year, the County shall consider all sources of Federal awards, including Federal funds received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the County conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.

In connection with the above audit requirements, the County shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

If the County expends less than \$300,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the County expends less than \$300,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal funds (i.e., the cost of such an audit must be paid from County funds obtained from other than Federal entities).

- 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 Agreements and other revenue by sponsoring agency and Agreement number.
- 3. Copies of audit reports 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 County directly to each of the following:

(a) The State of Florida at each of the following addresses:

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

State of Florida Auditor General
Attn: Ted J Sauerbeck
Room 574, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32302-1450

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

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

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

4. In the event that a copy of the audit report for an audit required by subparagraph (d) above and conducted in accordance with OMB Circular A-133, as revised, is not required to be submitted to the Department for the reasons pursuant to Section .320(e)(2), OMB Circular A-133, as revised, the County shall submit the required written notification pursuant to Section .320(e)(2) and a copy of the County's audited schedule of expenditures of Federal awards directly to each of the following (If the State agency, pursuant to Section .320(f), OMB Circular A-133, wants a copy of the reporting package described in Section .320(c) and/or a management letter, the State agency should replace the above language with the following language). Pursuant to Section .320(f), OMB Circular A-133, as revised, the County shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department at the following program address:

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

- E. 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 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 contract 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 (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.
- H. The audit is due seven (7) months after the end of the fiscal year of County or by the date the audit report is issued by the state Auditor General, whichever is later.

- I. An audit performed by the State Auditor General shall be deemed to satisfy the above audit requirements.

STATE FUNDS AWARDED UNDER THIS AGREEMENT

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

In determining the State awards expended in its fiscal year, the County shall consider all sources of State awards, including State funds received from the Department, except that State awards received by a nonstate entity for Federal program matching requirements shall be excluded from consideration. The funding for this Agreement was received by the Department as a Grant and 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 other revenue by sponsoring agency and Agreement number.
3. The complete financial audit report, including all items specified in (12)(d) 1 and 2 above, shall be sent directly to:

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

State of Florida Auditor General
Attn: Ted J Sauerbeck
Room 574, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32302-1450

4. In connection with the audit requirements addressed in (d) above, the County shall ensure that the audit complies with the requirements of Section 215.97, Florida Statutes. This includes submission of a reporting package as defined by Section 215.97, Florida Statutes.
 5. If the County expends less than \$300,000 in State awards in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the County expends less than \$300,000 in State awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from non-State funds (i.e., the cost of such an audit must be paid from County funds obtained from other than State entities).
- E. 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 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 contract 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 in accordance with 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.

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 language requiring the subcontractor to be 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.
- F. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Department.
- G. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime 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.

- H. Discrimination - An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

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.

XVII. EQUIPMENT AND PROPERTY MANAGEMENT

The County acknowledges the 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) (850) 413-9910.
- 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, and 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. 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. To comply with these provisions until the termination of the HNS Agreements.
- H. The amounts retained for the satellite service cover the initial order for services

provided to the Department pursuant to the services agreement between Hughes Network Systems and the State of Florida. The charge does not cover maintenance, repair, additional equipment and other services not part of the initial order for services. The service charge covers only the remote corrective maintenance specified in paragraph 4.3 of the Service Agreement with HNS and does not cover other maintenance, repair, additional equipment and other services not part of the initial order for services. In particular, the service charge does not cover:

1. Maintenance, repair, or replacement of parts damaged or lost through catastrophe, accident, lightning, theft, misuse, fault or negligence of the County 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 County by the Department under this Agreement, or from any cause other than intended and ordinary use.
2. Changes, modifications, or alterations in or to the Equipment other than approved upgrades and configuration changes.
3. Deinstallation, relocation, or removal of the Equipment or any accessories, attachments or other devices.

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

XVIII. COMMUNICATIONS COSTS

By its execution of this Agreement, the County authorizes the Department to deduct the appropriate costs of the recurring charges for the satellite communications Service from the allocation provided to County under Rule 9G-19.005(3), Florida Administrative Code. The deduction is \$2,832 for twelve months.

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.

XIX. VEHICLES

Written approval from the Director of the Division of Emergency Management must be obtained prior to the purchase of any motor vehicle with funds provided under this Agreement. In the absence of such approval, the Department will have no obligation to honor such reimbursement request.

XX. CERTIFICATIONS

By its execution of this Agreement, the County 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.

The County 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 County 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 County Emergency Management Agency, unless such expenditure enhances emergency management capabilities as expressly assigned in the local comprehensive emergency management plan.

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

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

COUNTY:

BY:

Marianne Marshall

Name and title: Marianne Marshall, Chairman

Date: October 8, 2001

Federal Employer I.D. 59-186 3042

ATTEST:

J. M. "CHIP" OXLEY, JR.
EX-OFFICIO/CLERK

APPROVED AS TO FORM BY THE
NASSAU COUNTY ATTORNEY

MICHAEL S. MULLIN

STATE OF FLORIDA
DEPARTMENT OF COMMUNITY AFFAIRS

BY: _____

Name and Title: W. Craig Fugate, Interim Director

Date: _____

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 (reference Rule Chapter 9G-6, Florida Administrative Code and Chapter 252, Florida Statutes). 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 complete the work items that fall between October 1, 2001 and September 30, 2002, listed in the most recently revised Five-year Strategic Plan, as approved by the Department. The revised Five-year Strategic Plan is attached hereto as Attachment A-1. Subsequent revisions during the term of this Agreement shall be those submitted in writing by the County, approved by the Department, and on file in the Division. The document evidencing the approved scope of work shall be the most recent Strategic Plan for the County on file in the Division of Emergency Management, Bureau of Compliance Planning and Support, evidencing approval by Division staff housed in Tallahassee.

As a further condition of receiving funding under this Agreement, the County shall, 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 County shall, within forty-five (45) days following the conclusion of the activation, evaluate the performance of all elements of the local emergency management program during that activation, and provide a written after action report to the Department.

Funds may not be used for items such as door prizes and gifts. Flyers and promotional items to promote the Emergency Management Program are allowable.

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

Within 60 days of execution of this Agreement, the County 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 B

PROGRAM STATUTES AND REGULATIONS

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

Attachment C

RECORD KEEPING

- A. 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.
- B. 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, Attachments A and A-1, and all other applicable laws and regulations.
- C. 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. The County shall provide the Department with quarterly financial reports, semi-annual summary progress reports prepared in conjunction with the Department's Area Coordinator, and a final close-out report, all in a format to be provided by the Department.
- B. Quarterly reports shall begin with the first quarter of the 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. In addition to the above, in order to ensure compliance with Rule 9G-19.011, Florida Administrative Code, historical budgetary information relating to the County Emergency Management Program is also required. This information shall be developed based on guidelines provided by the Department and shall be submitted to the Department not later than December 31, 2001. The Historical Information form must be prepared and signed by an official of the County's Finance Office.

- E. A proposed staffing summary and budget summary describing planned expenditure of funds provided under this Agreement toward the completion of items detailed in Attachments A and A-1 shall be submitted to the Department in a format provided by the Department not later than December 31, 2001.

- F. If all required reports, budget summary and budgetary information prescribed above are not provided to the Department or are not completed in a manner acceptable to the Department, the Department may withhold further payments until they are completed or may take such other action as set forth in Paragraphs VII. and IX., and Rule 9G-19.014, Florida Administrative Code. "Acceptable to the Department" means that the work product was completed in accordance with generally accepted principles, guidelines and applicable law, and is consistent with the Scope of Work.

- G. Upon reasonable notice, the County shall provide such additional program updates or information as may be required by the Department.

- H. All report formats provided by the Department shall be made available to the County on the Division's Internet site.

Attachment E

PROCUREMENT, SUBCONTRACTS AND SUBGRANTS

- A. All subcontracts entered into by a County in connection with any portion of the Scope of Work 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 Scope of Work to the Department within 30 days after their effective dates.
- C. The County shall not award subgrants using funds awarded pursuant to this Agreement.
- D. The County shall comply with all applicable procurement rules and regulations in securing goods and services to implement the Scope of Work. Wherever required by law or otherwise permitted, the County shall utilize competitive procurement practices.
- E. Allowable costs shall be determined in accordance with Office of Management and Budget Circular A-87.

Attachment F

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 **\$102,974** subject to the availability of funds from the Department. The amount of funds available pursuant to this rule chapter may be adjusted proportionally when necessary to meet any matching requirements imposed as a condition of receiving federal disaster relief assistance or planning funds. **Funds received from the Emergency Management Preparedness and Assistance Trust Fund may not be used to supplant existing funds, nor shall funds from one program under the Trust Fund be used to match funds received from another program under the Trust Fund.**

- B. Any advance payment under this Agreement is subject to s. 216.181(14), Florida Statutes. Up to twenty-five (25) percent of an award may be advanced.

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 quarterly reimbursement basis. Additional reimbursement requests in excess of those made quarterly may be approved by the Department for exceptional circumstances. An explanation of the exceptional circumstances must accompany the request for reimbursement. The County agrees to expend funds in accordance with the Scope of Work, Attachments A and A-1 of this Agreement.
- D. All funds received hereunder shall be placed in an **interest-bearing account** with a separate account code identifier for tracking all deposits, expenditures and interest earned. Funds disbursed to the County by the Department that are not expended in implementing this program shall be returned to the Department, along with any interest earned on all funds received under this Agreement, within ninety (90) days of the expiration of the award Agreement.
- E. The County shall comply with all applicable procurement rules and regulations in securing goods and services to implement the Scope of Work.

- F. Allowable costs shall be determined in accordance with applicable Office of Management and Budget Circulars, or, in the event no circular applies, by 48 CFR Part 31 CONTRACT COST PRINCIPLES AND PROCEDURES.
- G. At a minimum, the County shall continue to provide other funding for the County 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 County Emergency Management Agency; or (2) the level of funding for the County Emergency Management Agency for the last fiscal year, whichever figure is lower (Rule 9G-19.011). County 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 County Emergency Management Agency." The County shall certify compliance with this rule chapter and this rule by its execution of this Agreement, and as a condition precedent to receipt of funding.
- H. Should the County wish to carry forward, into the fiscal year beginning October 1, 2002, any unspent funds awarded under this Agreement, the County must request such carry forward of funds in writing to the Department by July 31, 2002. This request must include a detailed explanation and justification for the request and may not exceed an amount equal to 25% of the initial amount awarded (\$105,806) under this Agreement. Failure to timely submit information, or failure to submit complete information, may result in the denial of a request to carry funds forward. Any carry forward amounts approved will be added to the County'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.



STATE OF FLORIDA

DEPARTMENT OF COMMUNITY AFFAIRS

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

JEB BUSH
Governor

STEVEN M. SEIBERT
Secretary

August 22, 2001

The Honorable Marianne Marshall
Chair, Nassau County Board
of County Commissioners
Post Office Box 1010
Fernandina Beach, Florida 32035

Dear Commissioner Marshall:

Enclosed are four copies of the Agreement for the Emergency Management Preparedness and Assistance (EMPA) Base Grant between your county and the Department of Community Affairs for Fiscal Year 2001-2002.

The amount of the contract represents an allocation approved by the 2001 Legislature (\$105,806) less your county's portion of the statewide satellite service costs. The deduction for satellite communication services for Fiscal Year 2001-2002 is \$2,832. If you have requested a carryover of funds from your current year (2000-01) Agreement, that amount is also reflected in the contract total.

Upon our receipt of the Emergency Management Performance Grant funds, we will provide these funds to your county by means of an Award Letter. Please see Paragraph IV. Modification of Contract.

I encourage you to read the contract and attachments thoroughly. The October 1, 2001 - September 30, 2002 activities detailed in your revised Five-Year Strategic Plan, currently being negotiated and approved through your area coordinator, will become your Scope of Work, Attachment A-1. The 2001-2002 Agreement cannot be fully executed until this Strategic Plan document has been completed and approved.

Before returning the Agreement, be sure to indicate on Attachment F, Funding/Matching, in either Section B.1 or B.2, whether an advance payment is being requested. All requests for funding advancement should be accompanied by a detailed justification. Please sign and return all four copies to this office. A fully executed copy will be returned for your records.

2555 SHUMARD OAK BOULEVARD • TALLAHASSEE, FLORIDA 32399-2100

Phone: (850) 488-8466/Suncom 278-8466 FAX: (850) 921-0781/Suncom 291-0781

Internet address: <http://www.dca.state.fl.us>

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

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

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

HOUSING & COMMUNITY DEVELOPMENT
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100
(850) 488-7056

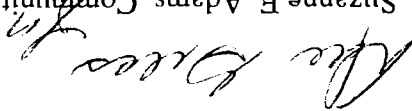
The Honorable Marianne Marshall
August 22, 2001
Page Two

Please submit to this office a copy of the current Position Description detailing the duties and responsibilities of ALL positions to be paid from these grant funds, including the full-time Emergency Management Director as defined in Rule 9G-19.002(6), Florida Administrative Code. By signing this contract, the Board of County Commissioners certifies its intention to employ and maintain a full-time county emergency management director in compliance with Rule 9G-19.004(1), Florida Administrative Code.

Be sure that all remaining reports/work products required under your current year contract are completed and submitted to us on time. Failure to provide this information may result in delaying execution of your new contract until any deficiencies are corrected.

We look forward to continuing to work with you during this ninth year of the Emergency Management Preparedness and Assistance Program. If you have any questions about this Agreement or about this program, please contact me at (850) 413-9934 or the Community Assistance Consultant assigned to your county (see attached).

Sincerely,



Suzanne F. Adams, Community Program Administrator
Emergency Management Preparedness
and Assistance Grant Programs

SFA/dgs

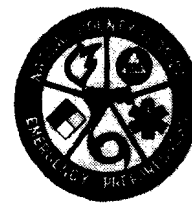
Enclosures



NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS

OFFICE OF EMERGENCY MANAGEMENT

NASSAU COUNTY OFFICE ANNEX
11 North 14th Street, Suite 12
Fernandina Beach, Florida 32034-0490



TO: Walt Gossett, County Coordinator

FROM: Thomas B. Kochheiser, Director

DATE: October 1, 2001

SUBJECT: Emergency Management 5yr. Strategic Plan

A handwritten signature in black ink, appearing to read "T. Kochheiser", is written over a horizontal line.

Attached is the original of the 5 Year Strategic Plan as reviewed and signed by the Director of Emergency Services and the FDEM Area Coordinator. This should be added to the EMPA Grant as discussed in our earlier discussions. Please excuse the delay as the review required to be rescheduled as a result of the recent tropical storm. If you have any questions or require additional information please advise.

01 OCT 1 11:10

Nassau County
Emergency Management

2002 – 2006
Five Year Strategic Plan

Submitted by:

Reviewed by:

Thomas B. Kochheiser
Emergency Services Director
Division of Emergency Management

Jim Britts
Area 3 Coordinator


Signature

9/28/01
Date


Signature

9/28/01
Date

Goal 1. Develop and maintain the capability to ensure that all functions defined in the Emergency Management Capability Assessment can be performed and carried out as required.

- Task 1.1 By May 2002, meet with each ESF staff/response group to review on their responsibilities.**
- Task 1.2 By August 2002, research and implement, if feasible, a television/cable interrupt system.**
- Task 1.3 By August 2002, update Civil Emergency message system with NWS Jacksonville.**
- Task 1.4 By February 2003, begin an evaluation for developing an Emergency Alert System (EAS) activation for the new EOC.**
- Task 1.5 By March 2003, begin process for the implementation of a web page.**
- Task 1.6 By March 2003, establish criteria for the implementation of an emergency information hotline.**
- Task 1.7 By April 2002, develop, if feasible, a community information center and recruit/train operational personnel.**

Goal 2. Maintain CEMP and all associated procedures, checklist, etc.

- Task 2.1 By October 2002, review and exercise operational capability assessment areas per Rule 9G6 to ensure Nassau County is capable of effective performance.**
- Task 2.2 Annually, maintain and update local CEMP and associated procedures as required by Rule 9G6 FAC (Florida Administrative Code).**
- Task 2.3 By September 2003, develop a Domestic Terrorism Annex to the County CEMP.**

Goal 3. Training

- Task 3.1 By June 2002, begin the process to recruit and train new Public Information Officer (PIO) and local media sources and procedures.**

- Task 3.2 By June 2002, begin process to develop and distribute brochures, hand outs and other educational materials to the public outlining procedures and actions to be take in an emergency.
- Task 3.3 Annually, participate in presentations, fairs, exhibits, public forums and any other opportunity to inform the public.
- Task 3.4 Continue on a regular basis to meet with civic organizations to promote the Emergency Management program in Nassau County.
- Task 3.5 Monitor training process to ensure all employees of Emergency Management attend the following courses within 36 months or by September 2004:
- Principles of Emergency Management
 - Disaster Response/Recovery Operations
 - EOC Operations
 - ICS-EOC Interface
 - Hurricane Planning
 - Managing Emergency Operations
 - Damage Assessment
 - Debris Management
 - Emergency Planning Course
- Task 3.6 Attend the FEPA Conference by February 2002
- Task 3.7 Attend SLA Conference by October 2001
- Task 3.8 Attend the Governor's Hurricane Conference by May 2002
- Task 3.9 Attend area meetings as scheduled.
- Task 3.10 Participate in regional workshops and seminars as scheduled.

Goal 4. Exercises: establish and maintain a comprehensive, all hazards exercise program to test and evaluate all aspects of the local emergency management system. Participate in the state wide hurricane exercise conducted annually.

- Task 4.1 By April 2002, provide criteria to conduct at least one county/municipal level exercise to test and evaluate response/recovery capacity.

Task 4.2 Annually, conduct tabletop exercise to test operational capability of individual or multi ESF assignments.

Task 4.3 Annually, participate in scheduled statewide exercise.

Goal 5. Maintain and update critical facility database.

Task 5.1 By September 2002, update Critical Facilities inventory database and submit report to DEM.

Task 5.2 Annually, identify new Critical Facilities within Nassau County.

Goal 6. Address shelter deficit reduction strategy consistent with the statewide initiative.

Task 6.1 By April 2002, present to BOCC the Special Needs Plan for adoption.

Task 6.2 By June 2002, coordinate with Red Cross, school board and other organizations to identify additional shelter managers and train appropriate personnel.

Task 6.3 Annually, update current shelter list.

Task 6.4 Annually, hold quarterly meetings of the Special Needs Committee.

Goal 7. Develop the capability to manage debris consistent for all hazards that affect the community.

Task 7.1 By March 2002, facilitate and coordinate development of a county Debris Management plan.

Goal 8. Develop and maintain a re-entry plan for allowing residents to return following an evacuation.

Task 8.1 By March 2002, present evacuation and reentry SOP to BOCC for adoption.

Task 8.2 By May 2002, form an Evacuation Review Committee consisting of appropriate county personnel and other agencies to review county evacuation requirements.

Goal 9. Develop and implement a mitigation policy consistent with state.

Task 9.1 By October 2002 and as scheduled thereafter, meet with LMS committee to update and prioritize mitigation projects.

Task 9.2 By October 2002, meet with NEFRPC to update LMS strategy.

Goal 10. Facilitate the construction/design of a new EOC.

Task 10.1 By October 2002, continue coordinating process with county to design and build a new EOC.

Task 10.2 Continue ongoing coordination with county to identify need for communication, furniture, computer and audio media for the new EOC.

Goal 11. Develop and standardize capability for impact and damage assessment.

Task 11.1 By June 2002, provide damage assessment training to staff/team members.

Task 11.2 By July 2002, develop and update damage assessment standard operating procedures.

Task 11.3 By May 2003, in coordination with the building official, develop field kits for use by damage assessment teams.



NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS

OFFICE OF EMERGENCY MANAGEMENT

NASSAU COUNTY OFFICE ANNEX
11 North 14th Street, Suite 12
Fernandina Beach, Florida 32034-0490



**Nassau County Board of County Commission
Agenda Request**

Agenda Request for: September 24, 2001

Department: Department of Emergency Services,
Division of Emergency Management

Fund: N/A

Action Requested and Recommendation:

Adopt the renewal of the DCA Emergency Management Preparedness and Assistance (EMPA) Base Grant for the Division of Emergency Management.

Funding Source: N/A

Financial / Economic Impact to Future Years Budgeting Process or Effect of Citizens:

This renewal grant will provide for maintaining consistent and current levels of funding for the Nassau County Emergency Management Program in the amount of \$102,970.00.

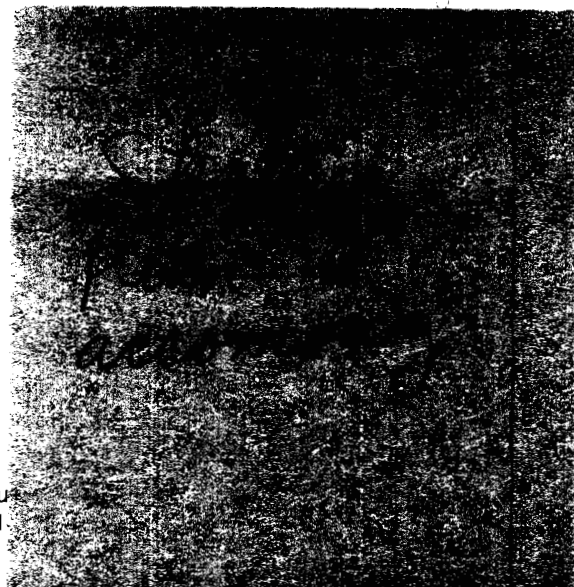
Is this action consistent with the Nassau County Comprehensive Land Use Plan?
N/A

Reviewed by:

Legal

Finance

Coordinator





NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS
OFFICE OF EMERGENCY MANAGEMENT

NASSAU COUNTY OFFICE ANNEX
11 North 14th Street, Suite 12
Fernandina Beach, Florida 32034-0490



**Nassau County Board of County Commission
Agenda Request**

Agenda Request for: September 24, 2001

Department: Department of Emergency Services,
Division of Emergency Management

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Is this action consistent with the Nassau County Comprehensive Land Use Plan?

N/A

Reviewed by:

Legal

Finance

Coordinator



NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
 P.O. Box 1010
 Fernandina Beach, Florida 32035-1010

Nick Deonas
 David C. Howard
 Vickie Samus
 Floyd L. Vanzant
 Marianne Marshall

Dist. No. 1 Fernandina Beach
 Dist. No. 2 Fernandina Beach
 Dist. No. 3 Yulee
 Dist. No. 4 Hilliard
 Dist. No. 5 Callahan

JOSEPH M. "Chip" OXLEY, JR.
 Ex-Officio Clerk

MICHAEL S. MULLIN
 County Attorney

WALTER D. GOSSETT
 County Coordinator

MEMORANDUM

TO: Mike Mullin, County Attorney
FROM: Walt Gossett, County Coordinator
SUBJECT: Agenda Item Requests
DATE: September 12, 2001

Dictated but not proof read by
 Walt Gossett - Mailed in his
 absence to avoid delay *W*

I am in receipt of the attached request to place this item on the Board of County Commissioners' September 24th agenda. Please review it for the legal requirements, make comments (if necessary), initial and return to my office. Thank you.

01 SEP 17 11 06 AM '01

WHR,
I assume Tom
is fully aware of
the requirements &
can comply.
W

Rec'd
9/17/01
9:50am

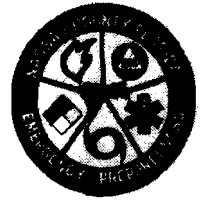
(904) 225-2610 Board Room; 321-5782, (800) 789-6673

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NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS
OFFICE OF EMERGENCY MANAGEMENT

NASSAU COUNTY OFFICE ANNEX
11 North 14th Street, Suite 12
Fernandina Beach, Florida 32034-0490



TO: Walt Gossett, County Coordinator

FROM: Thomas B. Kochheiser, Director

DATE: September 10, 2001

SUBJECT: EMPA Base Grant Renewal

I have reviewed the attached information including the summary page of EMPA Grant Renewal changes provided by EM Coordinator Pat Tiedeman and find them to be consistent with the overall grant requirements of the past. The only changes in the proposed grant are those indicated in Ms. Tiedeman's letter.

I have taken the liberty to propose that this item be placed on the September 24, 2001, BOCC Agenda for renewal. Should you have a questions or require additional information please advise.

CC: Pat Tiedeman, EM Coordinator



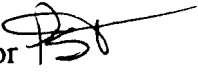
NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS
OFFICE OF EMERGENCY MANAGEMENT

NASSAU COUNTY OFFICE ANNEX
11 North 14th Street, Suite 12
Fernandina Beach, Florida 32034-0490



MEMORDANDUM

To: Thomas B. Kochheiser, Director
Nassau County Emergency Services

From: Pat Tiedeman, Coordinator 
Nassau County Emergency Management

Date: September 5, 2001

Re: Agreement for EMPA Base Grant

After reviewing the agreement, these are the changes that are noted:

- Page 4. Audit Requirements. In the past there was only 1 section for Audit Requirements. This year it is divided into 2 sections, Federal funds and State funds. The Federal section was added and the audit language was changed. County finance officer will now have to sign off on financial summary not the Director of Emergency Management.
- Page 12. Communications Cost: This year's cost is \$2832.00, last year as \$2880.00.
- Page 17. Reports: The have added to paragraph D. It is the last line and it is in bold text. Again, the historical information form will be signed by the County finance officer which is a change from Director of Emergency Management.
- Page 19: Funding/Matching: This year's amount is \$102,974.00 compared to last year's \$102,926.00.

Per letter to Commission Chairperson Marianne Marshall, Emergency Management will not be requesting an advance payment. As indicated in the letter to Chairperson Marshall, all current position descriptions and reports as required will be provided per terms of EMPA agreement.

These were the only differences noted.

The above information was confirmed with Dee Giles.