

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY, FLORIDA, ACCEPTING A BASE GRANT AWARD FROM THE STATE OF FLORIDA, DIVISION OF EMERGENCY MANAGEMENT, FOR THE EMERGENCY MANAGEMENT PREPAREDNESS AND ASSISTANCE TRUST FUND (EMPA).

WHEREAS, the State of Florida, Division of Emergency Management, provides funding to eligible local governments to conduct certain emergency management activities; and

WHEREAS, the State of Florida, Division of Emergency Management, has awarded Manatee County Government funding to participate in emergency management activities; and

WHEREAS, the Board of County Commissioners of Manatee County, Florida has determined that participation in the Emergency Management Assistance Program will promote the health, safety and welfare of the citizens of Manatee County.

NOW THEREFORE BE IT RESOLVED, by the Board of County Commissioners of Manatee County, Florida, that:

1. A base grant modification of the Emergency Management Preparedness and Assistance Trust Fund (EMPA) from the State of Florida, Division of Emergency Management, for showing 100% compliance in the 64 Emergency Management Standards of the Emergency Management Accreditation Program in the amount of \$10,000 is hereby accepted.
2. The County Administrator or his designee is authorized to execute all appropriate documents with regards to the acceptance of the grant.

ADOPTED with a quorum present and voting on June 3, 2014.

MANATEE COUNTY, FLORIDA,
a political subdivision of the State
of Florida

By: Board of County Commissioners

By: 
Larry Bustle, Chairman of the
Board of County Commissioners



ATTEST:

R.B. SHORE, Clerk of the Circuit Court

By: 
Deputy Clerk

RESOLUTION B-14-060
AMENDING THE ANNUAL BUDGET
FOR MANATEE COUNTY, FLORIDA
FOR FISCAL YEAR 2013-2014

WHEREAS, Florida Statutes 129.06, authorizes the Board of County Commissioners to amend its budget for the current fiscal year as follows:

- a) Appropriations for expenditures in any fund may be decreased and other appropriations in the same fund correspondingly increased, provided the total appropriations of the fund are not changed.
- b) Appropriations from reserves may be made to increase the appropriation for any particular expense in the same fund, or to create an appropriation in the fund for any lawful purpose.
- c) Unanticipated revenues, including increased receipts for enterprise or proprietary funds, may be appropriated for their intended purpose, and may be transferred between funds to properly account for the unanticipated revenue.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Manatee County, Florida that the 2013-2014 budget is hereby amended in accordance with FS 129.06 as described on the attached summary and specified in the budget adjustment batch files which are listed below:

Department: PUBLIC SAFETY
Fund: GRANTS > 7/03
Description: Appropriates \$10,000 from the Florida Division of Emergency Management for modification to FY14 Emergency Management Preparedness & Assistance (EMPA) grant. Additional funding has been awarded for the completion of Emergency Management Accreditation Program (EMAP). The EMPA agreement is being presented to the Board along with this budget amendment.

Batch ID: BARI512A/B

Reference: BU14000309

ADOPTED IN OPEN SESSION WITH A QUORUM PRESENT AND VOTING THIS 3rd DAY OF June, 2014.

BOARD OF COUNTY COMMISSIONERS
MANATEE COUNTY, FLORIDA

By: Larry Gustlo
Chairman



ATTEST: R.B. SHORE, Clerk
of the Circuit Court

By: R.B. Shore
Deputy Clerk

MODIFICATION # 1 TO SUBGRANT AGREEMENT

This Modification is made and entered into by and between the State of Florida, Division of Emergency Management, ("the Division"), and **Manatee County** ("the Recipient") to modify Subgrant Agreement Number 14-BG-83-08-51-01-041, dated July 10, 2013 ("the Agreement").

WHEREAS, the Division and the Recipient have entered into the Agreement, pursuant to which the Division has provided a subgrant of \$105,806.00 to Recipient; and

WHEREAS, the Division and the Recipient desire to modify the Agreement by amending Attachment A (Program Budget); and

WHEREAS, the Division and the Recipient desire to modify the Agreement by amending Attachment D (Deliverables); and

WHEREAS, the Division and the Recipient desire to increase the amount of funds under this Agreement by \$10,000.00; and

WHEREAS, the Division and the Recipient desire to modify the Agreement by amending Paragraph 11, Remedies.

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

1. Attachment D (Deliverables) to this Agreement is hereby deleted in its entirety, and the Revised Attachment D (*Revision 1*), which is attached hereto and incorporated herein by reference, is substituted in its place and stead.
2. Attachment A (Program Budget) to this Agreement is hereby deleted in its entirety, and the Revised Attachment A (*Revision 1*), which is attached hereto and incorporated herein by reference, is substituted in its place and stead.
3. Paragraph (17)(a) of the Agreement is hereby deleted in its entirety, and the following paragraph substituted in its place and stead for all intents and purposes:

This is a cost-reimbursement Agreement. The Recipient shall be reimbursed for costs incurred in the satisfactory performance of work hereunder in an amount not to exceed **\$115,806.00**, subject to the availability of funds.

4. Paragraph (11) of the Agreement is hereby deleted in its entirety, and the following paragraph substituted in its place and stead for all intents and purposes:

(11) REMEDIES.

If an Event of Default occurs, then the Division **shall**, after thirty calendar days written notice to the Recipient and upon the Recipient's failure to cure within those thirty days, exercise any one or more of the following remedies, either concurrently or consecutively:

- (a) Terminate this Agreement, provided that the Recipient is given at least thirty days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or

certified mail-return receipt requested, to the address in paragraph (13) herein;

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

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

(d) Require that the Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

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

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

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

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

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

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

(g) Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Recipient.

5. All provisions not in conflict with this Modification remain in full force and effect, and are to be performed at the level specified in the Agreement.

6. All provisions of the Agreement being modified and any attachments thereto in conflict with this Modification shall be and are hereby changed to conform with this Modification, effective as of the date of the last execution of this Modification by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this document on the dates set out below.



RECIPIENT: MANATEE COUNTY

BY: Larry Bustle

NAME & TITLE: Larry Bustle, Chairperson of the Board of County Commissioners

DATE: June 3, 2014

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

ATTEST: R. B. SHORE
CLERK OF CIRCUIT COURT
BY: Janice Reynolds
DEPUTY CLERK

BY: _____
Bryan Koon, Director

DATE: _____

Revised Attachment A (Revision 1)

Program Budget

- Below is a general budget which outlines eligible categories and their allocation.
- The transfer of funds between the categories listed in the Program Budget is permitted.

Grant	Recipient Agency	Category	Amount Allocated
FY 2013-2014 – Emergency Management Preparedness and Assistance Grant	MANATEE COUNTY	Salary and Benefits	\$61,689.00
		Other Personal/Contractual Services (OPS)	
		Expenses	\$44,117.00
		Operating Capital Outlay (OCO)	
		Fixed Capital Outlay (FCO)	
Total Award			\$105,806.00
The Emergency Management Accreditation Program (EMAP) will assess the County for compliance of the 64 Emergency Management Standards. (Number 7, Attachment D, Deliverables)			
EMAP Accreditation			\$10,000.00
Total Agreement Amount			\$115,806.00

Revised Attachment D (Revision 1)

Deliverables

The objective of this funding is to assist in providing operating support for the areas outlined in Attachment B and C to maintain a county emergency management program. The objective is to help fund the county Emergency Management programs and maintain a 24-7 (this includes on-call coverage) daily response to county emergencies. The minimum acceptable standard for payment is a twelve month 24-7 operation. Emergency Management operation below the minimum standard will result in a prorated reduction in payment.

In addition, the County is to achieve the following emergency management goals throughout the contract period to ensure county compliance and coordination with the state emergency management. Items listed below are to be reviewed during the mid-year and end-of year progress report prepared in conjunction with the Division's Regional Coordinator to ensure county compliance. Any two goals in the series of 1 to 6 not completed will cause a 5% reduction in the last quarter payment. Documentation supporting the completion of the goals outlined below should be submitted on the Quarterly Financial report.

1. **COORDINATION AND COLLABORATION** - Utilizing the elements below, county emergency management agencies will have an ongoing process that provides for coordinated and collaborated input in the preparation, implementation, evaluation and revision of emergency management programs. See Data Download and Upload details in # 6 below.
 - A) Need to attend at least three and provide an agenda or a copy of the certificate to show participation in the following during this contract period (July 1, 2013 – June 30, 2014):
 - Quarterly Regional Coordination Meetings – submittal of agenda is NOT required
 - Current Issues in Emergency Management (CIEM) – submittal of certification is NOT required
 - Florida Governor's Hurricane Conference or National Hurricane Conference
 - Florida Emergency Preparedness Association Annual Meeting
 - Florida Emergency Preparedness Association Mid Year Work Session
 - Local Mitigation Strategy (LMS) Workshops
 - Professional Development Conferences & Training
 - B) Update and submit changes to the County Contact Form, to include County Officials annually or as changes occur.
 - C) Hold at least one (1) Emergency Operations Center (EOC) concept of operations meeting to include Emergency Support Function (ESF) and community partners prior to the start of hurricane season.
 - D) Hold at least one (1) Recovery Strategy meeting to include the appropriate ESF, Non Government Partners (NGO) and community partners prior to the start of hurricane season.
2. **TRAINING AND EXERCISE** - To ensure that each county emergency management agency maintains a comprehensive, all hazards training and exercise program to evaluate and test all aspects of the local emergency management system including activation of the county EOC, during this contract period (July 1, 2013 – June 30, 2014), the county shall:
 - A) Participate in the annual Statewide Hurricane Exercise and submit the following within 90 days. See Data Download and upload details in # 6 below.

- One (1) Incident Action Plan (IAP) OR one (1) Situation Report (SITREP) with a roster of participants; and
- Participate in at least one (1) conference call.

B) Submit an After Action Report (AAR) and Corrective Action Plan (CAP) within 90 days for all exercises not conducted by the State. See Data Download and Upload details in # 6 below.

3. **GEOGRAPHICAL INFORMATION** - Emergency services data shall be developed, maintained, and updated in cooperation between counties and the Division. A data export will be created for each county and uploaded to the Division's Sharepoint portal. See Data Download and Upload details in # 6 below. Updates and corrections shall be provided to the Division's GeoSpatial Information Systems (GIS) section on or before **April 15, 2014**. This shall include:

A) Location and attribute information of all fire rescue, law enforcement, public safety and emergency service stations shall be reviewed and updated as needed.

B) Location and attribute information of other critical facilities as deemed necessary by the county Emergency Manager.

Attribute information for spatial data requested shall include: facility name, facility type, physical address, and USNG coordinates OR Latitude/Longitude in decimal degrees (only one or the other is needed).

NOTES:

- Instead of reviewing the spreadsheet, an export from a county GIS department may be submitted. Zipped shapefiles or geodatabases may be extracted from a county GIS system and uploaded to the Sharepoint portal.
- If a county maintains a GIS data download website, that URL may simply be provided.
- If counties have no changes in last submission, no update is necessary, but please provide feedback through the Sharepoint portal to indicate the data has been reviewed and no changes are required.
- Critical facility inventory spreadsheets provided will contain more facility types than are required to be reviewed and are provided as information to the counties.

4. **LOGISTICS** - The County shall maintain a comprehensive resource management program that involves pre-disaster, systematic identification of resource requirements, shortfalls and inventories. Also, the county shall identify local resources to meet emergency needs, and develop local contracts for goods and services. The following shall be uploaded to the Division's Sharepoint portal no later than June 1, 2014. See Data Download and Upload details in # 6.

A) An updated county logistics strategy/plan that is consistent with guidance found in the County Logistics and Points of Distribution (POD) Standard Operating Guide (SOG) (CEMP 2355). The strategy/plan shall also include, but is not limited to the following:

- County Government Emergency Fuel Strategy
- Utilization of private business and industry in meeting emergency resource needs
- List of local vendors, any Memorandum of Agreements and contracts that will provide resources in an emergency; and

B) Location, survey forms and attributes information for county logistical staging areas; and

C) Location and attribute information for Points of Distribution (POD) sites and Comfort Stations; and

D) Locations for Emergency Worker Base Camps.

5. **SHELTER SURVEY AND RETROFIT PROGRAM** – In accordance with Florida’s statewide hurricane shelter space deficit elimination program, the following shall be uploaded to the Division’s Sharepoint portal. See Data Download and Upload details in # 6. All information shall be verified by the county.
- A) Identify potential hurricane shelter retrofit projects or report that there are no new identified projects. (This information is used to compile the Shelter Retrofit Report.)
 - B) Report all hurricane shelter retrofit projects that are undertaken, regardless of funding source(s) or report that there are no projects.
 - C) Develop and submit a strategy to ensure that by **June 1, 2014**, all designated Special Needs Shelters (SpNS) have a standby power system or capability with adequate capacity to support life-safety systems, essential lighting and outlet receptacles, air-conditioning, and necessary medical equipment. For those designated SpNS facilities without a permanently equipped standby electric generating capacity, a locally sourced and acquired temporary electric generator with adequate capacity to support the standby power system requirements shall be provided.
 - D) Develop and submit a strategy to ensure that by **June 1, 2014**, there is adequate designated SpNS client space capacity to meet the anticipated five-year demands as determined by the 2012 Statewide Emergency Shelter Plan (January 31, 2012). All designated SpNS facilities must at a minimum meet the hurricane safety criteria established in the American Red Cross Standards for Hurricane Evacuation Shelter Selection (ARC 4496) and be equipped with an adequate standby electric power system or capability as described in item 5.C. above.
 - E) Update and submit a hurricane shelter deficit reduction progress reports, which include “as-is”, retrofit and Enhanced Hurricane Protection Areas (EHPA) construction. (This information is used to compile the Shelter Retrofit Report.)
 - F) Provide a brief report on results of the year’s coordination with school boards, community colleges and universities (as applicable) for implementation of the statutory and code required Public Shelter Design Criteria (a.k.a. EHPA). The most recent published Statewide Emergency Shelter Plan can provide guidance for implementation of the EHPA criteria. A checklist to provide this information will be made available on the Division’s Sharepoint Portal.
6. **DATA DOWNLOAD AND UPLOAD** – Data exchange between the Division and counties will be facilitated by the use of the Division’s Sharepoint Portal available at <https://portal.floridadisaster.org>. Counties will be provided user names and passwords to access the portal. All data, forms, templates and instructions to be provided by the Division will be made available via the portal, and counties shall use the portal to upload data or provide notice of “No Change” for applicable items.
7. **EMAP** – Emergency Management Accreditation Program

Assessors from the Emergency Management Accreditation Program assessed Manatee County Emergency Management program and found it compliant of all 64 standards of the Emergency Management Standard. The assessment standards include such categories as Program Management, Laws and Authorities, Prevention and Security, Facilities, Crisis Communications, Public Education, Operations and Procedures, Training, Exercises and Evaluations and Corrective Action.

The EMAP accreditation procedure is a voluntary national process for local, state, private and non-profit emergency management programs. The programs are accredited for a term of five years and must report ongoing compliance to all national standards annually.

EMAP encompasses all aspects of emergency management and is certified by the American National Standards Institute (ANSI). It was developed by emergency management professionals to have a measurable evaluation system, nationally recognized standards, comprehensive programmatic framework and self-and peer-review.

County is to provide the following to receive \$10,000.00 for receiving EMAP accreditation:

- Invoice for \$10,000.00 on County Letterhead to process payment
- Final assessment report showing 100% compliance with the Emergency Management Standards (i.e. 64/64)