

**Lee County Board Of County Commissioners  
Agenda Item Summary**

Blue Sheet No. 20021443

**1. REQUESTED MOTION:**

**ACTION REQUESTED:**

Authorize acceptance of a Subgrant Agreement with the State of Florida, Department of Community Affairs to improve disaster response capabilities of local governments and to participate in the State and Local Domestic Preparedness Equipment Program

**WHY ACTION IS NECESSARY:** The Board of County Commissioners must approve all agreements.

**WHAT ACTION ACCOMPLISHES:** Furnishes an interoperable communications equipment package to fulfill the purposes of the Florida Domestic Security Strategy.

**2. DEPARTMENTAL CATEGORY:  
COMMISSION DISTRICT #:**

*C7A*

**3. MEETING DATE:**

*01-07-2003*

**4. AGENDA:**

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON
- TIME REQUIRED:

**5. REQUIREMENT/PURPOSE:  
(Specify)**

- STATUTE
- ORDINANCE
- ADMIN. CODE
- OTHER

**6. REQUESTOR OF INFORMATION:**

- A. COMMISSIONER \_\_\_\_\_
- B. DEPARTMENT \_\_\_\_\_
- C. DIVISION Public Safety
- BY: John D. Wilson, Director

**7. BACKGROUND:**

This agreement is entered into as an addendum to current statewide mutual aid agreements and is for the purpose of receiving specialized communication equipment and participation as a State of Florida Regional Terrorism Response Asset. The equipment, called the Emergency Deployable Interoperable Communications System, addresses the issue of regional terrorism response teams communicating with emergency service agencies within a nine county area in Southwest Florida.

Upon notification, Lee County Public Safety staff would deploy the unit to terrorism related incidents and other emergency events within the Southwest Florida area. The subgrant agreement provides for reimbursement through local, state, or federal reimbursement processes or agreements for all goods and supplies expended for emergency response, training, or exercises conducted in accordance with the Florida Comprehensive Emergency Management Plan.

During the term of this agreement the Recipient shall participate in not less than three (3) regional training events per year, and in not less than one (1) regional exercise or terrorist event simulation per year as directed by the Department.

Taking receipt of this equipment will require the county to be responsible for approximately \$1,858.00 the in annual reoccurring costs. These costs are for cellular phones and for satellite radio telephone service. The costs will be covered in funding received from Emergency Management grants.

Attachment A: Four (4) Subgrant Agreements #03-NF-00-00-00-00-16.007

**8. MANAGEMENT RECOMMENDATIONS:** Staff recommends approval of sub grant agreement.

**9. RECOMMENDED APPROVAL:**

Department Director	B Purchasing Or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services				G County Manager
					OA	OM	Risk	GC	
<i>[Signature]</i>	<i>[Signature]</i>			<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>
<i>12/16/02</i>	<i>12/16/02</i>			<i>12/18/02</i>	<i>12/18/02</i>	<i>12/18/02</i>	<i>12/18/02</i>	<i>12/18/02</i>	

**10. COMMISSION ACTION:**

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty

Date: *12/17/02*

Time: *4:18 pm*

Forwarded To: *Budget*

*12/16/02 9:45A*

*12-18-02*

12-18-02 10:00

COUNTY ATTORNEY

*12/19 8:30*

Contract Number: 03-NF-00-00-00-00-

CFDA Number: 16.007

**SUBGRANT AGREEMENT FOR  
EQUIPMENT FOR FLORIDA STRATEGY**

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 (hereinafter referred to as the "Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING FACTS:

A. WHEREAS, the State of Florida is vulnerable to a wide array of disasters, which includes disasters caused by terrorist acts; and

B. WHEREAS, the parties desire to improve the capability and the coordination of the State of Florida and \_\_\_\_\_ its local and regional agencies of government to respond to terrorist acts; and

C. WHEREAS, the Department has prepared and had approved by the U.S. Department of Justice, the State and Local Domestic Preparedness Equipment Program Florida Strategy, dated September 20, 2001 (the Florida Strategy"), to allow the State of Florida to participate in the State and Local Domestic Preparedness Equipment Program; and

D. WHEREAS, the Department has received these grant funds from the federal government and has the authority under the Emergency Management Act, as amended, to subgrant these funds and to otherwise provide assistance to improve the disaster response capabilities of local governments; and

E. WHEREAS, the Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein; and

F. WHEREAS, the Department has authority pursuant to Florida law to disburse the funds under this Agreement.

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

(1) SCOPE OF WORK.

The Recipient shall fully perform the obligations in accordance with the Scope of Work, Attachment B of this Agreement.



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

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

(3) PERIOD OF AGREEMENT.

This Agreement shall begin upon execution by both parties and shall continue for the normal expected operating lifetime or shelf life of said goods and equipment, unless terminated earlier in accordance with the provisions of Paragraph (9) of this Agreement.

(4) MODIFICATION OF CONTRACT

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

(5) RECORDKEEPING

(a) As applicable, Recipient's performance under this Agreement shall be subject to the federal "Common Rule: Uniform Administrative Requirements for State and Local Governments" (53 Federal Register 8034) or OMB Circular No. A-110, "Grants and Agreements with Institutions of High Education, Hospitals, and Other Nonprofit Organizations," and either OMB Circular No. A-87, "Cost Principles for State and Local Governments," OMB Circular No. A-21, "Cost Principles for Educational Institutions," or OMB Circular No. A-122, "Cost Principles for Nonprofit Organizations." If this Agreement is made with a commercial (for-profit) organization on a cost-reimbursement basis, the Recipient shall be subject to Federal Acquisition Regulations 31.2 and 931.2.

(b) The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued, and shall allow the Department or its designee, Comptroller, or Auditor General access to such records upon request. The Recipient shall ensure that audit working papers are made available to the Department or its designee, Comptroller, or Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department, with the following exceptions:

1. If any litigation, claim or audit is started before the expiration of the five year period

and extends beyond the five year period, the records will be maintained until all litigation, claims or audit findings involving the records have been resolved.

2. Records for the disposition of non-expendable personal property valued at \$5,000 or more at the time of acquisition shall be retained for five years after final disposition.

3. Records relating to real property acquisition shall be retained for 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 B - and all other applicable laws and regulations.

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

(e) Any additional terms and conditions pertaining to record, and all terms and conditions pertaining to property management and procurement under this Agreement are set forth in Attachments.

(6) LIABILITY.

(a) Unless Recipient is a State agency or subdivision, the Recipient shall be solely responsible to parties with whom it shall deal in carrying out the terms of this agreement, and shall save the Department harmless against all claims of whatever nature by third parties arising out of the performance of work under this agreement. For purposes of this agreement, Recipient agrees that it is not an employee or agent of the Department, but is an independent contractor.

(b) Any Recipient who is a state agency or subdivision, as defined in Section 768.28, Fla. Stat., agrees to be fully responsible to the extent provided by Section 768.28, Fla. Stat., for its negligent acts or omissions or tortious acts which result in claims or suits against the Department, and agrees to be liable for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by any Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a

state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(7) DEFAULT; REMEDIES; TERMINATION.

(a) If the necessary funds are not available to fund this Agreement as a result of action by Congress, the state Legislature, the Office of the Comptroller or the Office of Management and Budgeting, or if any of the following events occur ("Events of Default"), all obligations on the part of the Department to make any further donations or payment of funds hereunder shall, if the Department so elects, terminate and the Department may, at its option, exercise any of its remedies set forth herein, but the Department may make any payments or parts of payments after the happening of any Events of Default without thereby waiving the right to exercise such remedies, and without becoming liable to make any further payment:

1. If any warranty or representation made by the Recipient in this Agreement or any previous Agreement with the Department shall at any time be false or misleading in any respect, or if the Recipient shall materially fail to keep, observe or perform any of the terms or covenants contained in this Agreement, and has not cured such in timely fashion, or is unable or unwilling to meet its obligations thereunder;

2. If any material adverse change shall occur in the financial condition of the Recipient at any time during the term of this Agreement from the financial condition revealed in any reports filed or to be filed with the Department, and the Recipient fails to cure said material adverse change within thirty (30) days from the time the date written notice is sent by the Department.

3. If any reports required by this Agreement have not been submitted to the Department or have been knowingly submitted with substantial information that is incorrect, incomplete or insufficient information;

4. If the Recipient has failed, to a substantial degree, to perform and complete in timely fashion any of the services required under the Scope of Work attached hereto as Attachment B.

(b) Upon the happening of an Event of Default, then the Department may, at its option, upon thirty (30) calendar days prior written notice to the Recipient and upon the Recipient's failure to timely cure, exercise any one or more of the following remedies, either concurrently or consecutively, and the pursuit of any one of the following remedies shall not preclude the Department from pursuing any other remedies contained herein or

otherwise provided at law or in equity:

1. Terminate this Agreement, provided that the Recipient is given at least thirty (30) days prior written notice of such termination. The notice shall be effective when placed in the United States mail, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address set forth in Paragraph (8) herein;

2. Commence an appropriate legal or equitable action to enforce performance of this Agreement;

3. Exercise any other rights or remedies which may be otherwise available under law;

(c) The Department may terminate this Agreement for cause upon such written notice as is reasonable under the circumstances. Cause shall include, but not be limited to, misuse of funds; fraud; lack of compliance with applicable rules, laws and regulations; failure to perform in a timely manner; and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Fla. Stat., as amended.

(d) Non compliance with any terms of this Agreement and the Scope of Work, Attachment B of this Agreement, by the Recipient shall result in termination of Agreement, which will require return of the equipment to the Department.

(e) Suspension or termination constitutes final agency action under Chapter 120, Fla. Stat., as amended. Notification of suspension or termination shall include notice of administrative hearing rights and time frames.

(f) In addition to any other remedies, the Recipient shall return to the Department any granted equipment or supplies which were used for ineligible purposes under the program laws, rules, and regulations governing the use of the funds under the program.

(g) This Agreement may be terminated by the written mutual consent of the parties. In addition, the Recipient has the option to unilaterally terminate this Agreement. Upon termination of the Agreement, either by mutual consent or unilateral action of either party, all supplies and equipment shall be returned to the Department by the Recipient.

(8) NOTICE AND CONTACT.

(a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, or first class, certified mail, return receipt requested, to the representative identified below at the address set forth below and said notification attached to the original of this Agreement.

(b) The Department designates Debbie Boyette, Division of Emergency Management, as the Department's Contract Manager. All communications, written or oral, relating to this Agreement shall be directed to her at:

Department of Community Affairs  
Division of Emergency Management  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100  
Telephone: 850/413-9972  
Fax: 850/488-5777  
Email: [debbie.boyette@dca.state.fl.us](mailto:debbie.boyette@dca.state.fl.us)

The Project Officer for this Agreement is Phillip Johnson. He can be contacted for technical assistance relating to this Agreement at the above address, telephone 850/410-1599, or e-mail [phillip.johnson@dca.state.fl.us](mailto:phillip.johnson@dca.state.fl.us).

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

John D. Wilson, Director  
Lee County Public Safety  
14752 Ben Pratt/Six Mile Cypress Pkwy  
Telephone: 239/335-1649  
Fax: 239/335-1638  
Email: [Wilsonjd@leegov.com](mailto:Wilsonjd@leegov.com)

(d) In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be rendered as provided in (8)(a) above.

(9) 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 Recipient 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 Recipient, cause the termination of this Agreement and the release of the Department from all its obligations to the Recipient.

(b) This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall lie in Leon County. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of this Agreement.

(c) No waiver by the Department of any right or remedy granted hereunder or failure to insist on strict performance by the Recipient shall affect or extend or act as a waiver of any other right or remedy of the Department hereunder, or affect the subsequent exercise of the same right or remedy by the Department for any further or subsequent default by the Recipient. 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.

(e) The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), if applicable, which prohibits discrimination by public and private entities on the basis of disability in the areas of employment, public accommodations, transportation, State and local government services, and in telecommunications.

(f) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of Category Two for a period of 36 months from the date of being placed on the convicted vendor or discriminatory vendor list.

(g) With respect to any Recipient which is not a local government or state agency, and which



receives funds under this Agreement from the federal government, by signing this Agreement, the Recipient certifies, to the best of its knowledge and belief, that it and its principals:

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;

2. have not, within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in Paragraph 9(g)2. of this certification; and

4. have not within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

Where the Recipient is unable to certify to any of the statements in this certification, such Recipient shall attach an explanation to this Agreement.

(10) AUDIT REQUIREMENTS.

(a) The Recipient agrees to maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of federal resources 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 Recipient shall also provide the Department with the records, reports or financial statements upon request for the purposes of auditing and monitoring the federal resources awarded under this Agreement.

(d) If the Recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised, and in the event that the Recipient expends \$300,000 or more in Federal awards in its fiscal year, the Recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Agreement indicates Federal resources awarded through the Department by this Agreement. In determining the Federal awards expended in its fiscal year, the Recipient shall consider all sources of Federal awards, including Federal resources 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 Recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this paragraph.

In connection with the audit requirements addressed in Paragraph 10(d) above, the Recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

If the Recipient expends less than \$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 Recipient 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 resources (i.e., the cost of such audit must be paid from Recipient resources obtained from other than Federal entities).

(e) Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Subparagraph (d) above shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the Recipient directly to each of the following:

The Department of Community Affairs at each of the following addresses:  
Department of Community Affairs  
Office of Audit Services  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100

and

Department of Community Affairs  
Division of Emergency Management  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100

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

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

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

(f) Pursuant to Section .320 (f), OMB Circular A-133, as revised, the Recipient shall submit a copy of the reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any management letter issued by the auditor, to the Department at each of the following addresses:

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

and

Department of Community Affairs  
Division of Emergency Management  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100

(g) Any reports, management letter, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

(h) Recipients, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.

(i) The Recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of five years from the date the audit report is issued, and shall allow the Department, or

its designee, the Comptroller, or Auditor General access to such records upon request. The Recipient shall ensure that audit working papers are made available to the Department, or its designee, the Comptroller, or Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

(11) TERMS AND CONDITIONS.

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

(12) ATTACHMENTS.

(a) All attachments to this Agreement are incorporated as set out fully herein.

(b) In the event of any inconsistencies or conflict between the language of this Agreement and the attachments hereto, the language of such attachments shall be controlling, but only to the extent of such conflict or inconsistency.

(c) This Agreement has the following attachments:

Exhibit 1: Funding Sources

Attachment A: Program Rules and Regulations

Attachment B: Scope of Work

Attachment C: System Overview

(13) FUNDING/CONSIDERATION

This is a goods, equipment and supplies grant Agreement. The Department will grant to the Recipient certain equipment and supplies in order to fulfill the purposes of the Florida Strategy.

(14) STANDARD CONDITIONS.

The Recipient 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, Fla. Stat., or the Florida Constitution.

(b) If otherwise allowed under this Agreement, the Agreement may be renewed on a yearly basis for a period of up to two (2) years after the initial agreement or for a period no longer than the term of the original agreement, whichever period is longer, specifying the terms under which the cost may change as determined in the

invitation to bid, request for proposals, or pertinent statutes or regulations.

(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 Section 112.061, Fla. Stat.

(e) The Department of Community Affairs reserves the right to unilaterally cancel this Agreement for refusal by the Recipient to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Fla. Stat., and made or received by the Recipient in conjunction with this Agreement.

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

(g) 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.

(15) EQUIPMENT AND PROPERTY MANAGEMENT.

(a) The Recipient shall retain ownership of the unit and control over the placement, administration and maintenance of said Emergency Deployable Interoperable Communications Systems (EDICS) unit. Any change in placement requires Department approval.

(b) The Recipient shall provide for the recurrent costs of the EDICS unit. Such costs include, but are not limited to, activation, cellular phone charges, and annual maintenance.

(16) LEGAL AUTHORIZATION.

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

herein. The Recipient also certifies that the undersigned possesses the authority to legally execute and bind Recipient to the terms of this Agreement.

(17) RECEIVING AND INSPECTION CONTACT.

The name of the person responsible to sign for and inspect all goods and equipment provided under this agreement is Andrew Stadler at the shipping address:

Andrew Stadler  
Lee County Division of Communications  
2665 Ortiz Avenue  
Telephone: 239/479-8069  
Fax: 239/479-8036  
Email: Astadtler@leegov.com

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

Recipient

BY:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

FFID # \_\_\_\_\_

STATE OF FLORIDA  
DEPARTMENT OF COMMUNITY AFFAIRS

BY: \_\_\_\_\_

W. Craig Fugate, Director

Division of Emergency Management

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

## EXHIBIT – 1

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

*NOTE: If the resources awarded to the recipient represent more than one Federal program, provide the same information shown below for each Federal program and show total Federal resources awarded.*

Federal Program: United States Department of Justice, Office of Justice Programs  
CFDA: 16.007  
Equipment Value: \$210,000.00

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

*NOTE: If the resources awarded to the recipient represent more than one Federal program, list applicable compliance requirements for each Federal program in the same manner as shown below.*

#### **Federal Program:**

1. Department of Justice Domestic Preparedness Equipment Grant must be used to purchase equipment for use in Domestic Preparedness off the Department of Justice Authorized Emergency Deployable Interoperable Communications System (EDICS).
2. Recipients of FY 1999 grant monies cannot be Nunn-Lugar-Domenici Participants.

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

1. Emergency deployable interoperable communications system.

### SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

N/A

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

N/A

**NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.**

Attachment A

Program Statutes and Regulations

Chapter 252, Florida Statutes

28 C.F.R.



## Attachment B

### Scope of Work

If applicable to the Recipient, this agreement is entered into as an addendum to current statewide mutual aid agreements and is for the purpose of receiving specialized equipment and participation as a State of Florida Regional Terrorism Response Asset.

The Recipient shall maintain, in a satisfactory operational condition, all goods and equipment provided to it under this agreement (see System Overview, Attachment C) for the normal expected operating lifetime or shelf life of said goods and equipment. This includes routine maintenance, repairs, calibration, etc. The Recipient is not responsible for replacing goods or equipment that has reached the end of its normal life expectancy or exceeded its posted shelf life. The Recipient shall replace and potentially be reimbursed through local, state, or federal reimbursement processes or agreements for, all goods and supplies expended for emergency response, training, or exercises conducted in accordance with the Florida Comprehensive Emergency Management Plan. The equipment, goods, and supplies ("the eligible equipment") provided under this agreement are for the purposes specified in the State and Local Domestic Preparedness Equipment Program Florida Strategy, hereinafter referred to as the "Florida Terrorism Strategy" or the Florida Comprehensive Emergency Management Plan. The Recipient specifically agrees to:

1. Upon notification by the Department, the Recipient will in accordance with the statewide mutual aid agreement or other emergency response purpose as specified in the "Florida Terrorism Strategy" respond to any and all incidents within its regional response area with all available and eligible equipment and resources which it needs and is reasonably required for the response, for so long as this agreement remains in effect. Prior to requesting a response, the Department will take prudent and appropriate action to determine that the level or intensity of the incident is such, that the specialized equipment and resources are necessary to mitigate the outcome of the incident.
2. Acknowledge the receipt of one (1) Emergency Deployable Interoperable Communications System (EDICS).
3. The EDICS units are to be utilized in the event of emergencies, including, but not limited to, terrorism-related hazards. In the event of an emergency, the unit must be deployed on the scene of the emergency within two (2) hours of a request for said deployment. Recipient is responsible for ensuring that a suitable transport vehicle and trailer are available for movement of the unit to the scene of an emergency.
4. During the term of this agreement, the Recipient shall participate in not less than three (3) regional training events per year, and in not less than one (1) regional exercise or terrorist event simulation per year as directed by the Department. To verify the participation in these activities, the Recipient shall submit an annual report to the Department, which is due to be received by the Department no later than January 31 for the previous calendar year.
5. The Recipient shall not transfer, rent, sell, lease, alienate, donate, mortgage, encumber or otherwise dispose of the eligible equipment without the prior written consent of the Department.
6. Deployment of an EDICS unit requires twelve (12) individuals. The Recipient shall be responsible for assuring the availability of twelve (12) individuals for this purpose.
7. Operation of the EDICS unit requires two (2) trained individuals. The Recipient shall be responsible for assuring the availability of two (2) individuals for this purpose.
8. The Recipient shall ensure that the EDICS unit will be operational within thirty (30) minutes of arrival on scene.

If any additional funding becomes available for equipment maintenance, replacement or repair, recurrent costs, training, and/or exercises, Recipient will be eligible to receive a portion of said funds. At this time the parameters to any additional monies have not been defined. Recipient will be notified if additional monies become available.