

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

Blue Sheet No. 20030185

1. REQUESTED MOTION:

ACTION REQUESTED: Authorize Chairman to execute an agreement with the Florida Department of Community Affairs for a \$125,000 grant to update Lee County's Terrorism Response Annex and to develop a Continuity of Operations Plan for Lee County and the City of Cape Coral. Approve Budget Amendment Resolution in a like amount.

WHY ACTION IS NECESSARY: Commission Chairman's signature is required to execute the agreement.

WHAT ACTION ACCOMPLISHES: Provide financial support to complete the above referenced planning initiatives.

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

C7A

3. MEETING DATE:

02-25-2003

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 Independent
- C. DIVISION Public Safety
- BY: John D. Wilson, Director *JDW*

7. BACKGROUND:

The Florida Department of Community Affairs is offering Lee County and the City of Cape Coral a \$125,000.00 grant to complete the following projects: revise and update the county's terrorist incident response annex, and develop a continuity of operations plan for the county and the City of Cape Coral. No county or city match is required to leverage the funds.

The county's share of the funding is \$75,000.00. The remaining \$50,000 will be furnished to the City of Cape Coral to develop their continuity of operations plan. Cities over 75,000 in population will receive funding for this purpose, with the county serving as the contracting entity between the State and the City. The City's emergency management office within their Fire and Emergency Management Services Department proposes to develop a model plan template that the other municipalities within the county can use to develop a similar plan for their community.

Attachment: Four copies of Agreement.

Grant revenues to be deposited into: 11071600100.331200.9005 P.M.

8. MANAGEMENT RECOMMENDATIONS: Staff recommends authorizing the Chairman to sign the agreement.

9. RECOMMENDED APPROVAL:

Department Director	B Purchasing or Contractsr	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> P.M. 2/12/03	<i>[Signature]</i> 2/13/03	<i>[Signature]</i> 02/13/03	<i>[Signature]</i> 2-12-03	<i>[Signature]</i>

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty
Date: 2/11/03
Time: 10:35 AM
Forwarded To: *[Signature]*
2/10/03 10:55 AM

**RECEIVED BY
COUNTY ADMIN.**
2-11-03
11:25
COUNTY ADMIN. *[Signature]*
FORWARDED TO:
2-13-03
2:10 PM

RESOLUTION

Amending the Fund 00100 General Fund budget to incorporate the unanticipated receipts into Estimated Revenues and Appropriations for the fiscal year 2002-2003.

WHEREAS, in compliance with the Florida Statutes 129.06(2), it is the desire of the Board of County Commissioners of Lee County, Florida, to amend Fund 00100 General Fund budget for \$125,000 of the unanticipated revenue from FL Dept. of Community Affairs contract and an appropriation of a like amount into expense accounts and;

WHEREAS, the Fund 00100 General Fund budget shall be amended to include the following amounts which were previously not included.

ESTIMATED REVENUES

Prior Total:		\$312,641,007
Additions		
11071600100.331200.9005	Terrorism Response Annex Grant	\$125,000
Amended Total Estimated Revenues		\$312,766,007

APPROPRIATIONS

Prior Total:		\$312,641,007
Additions		
11071600100.503490	Other Contracted Services	\$75,000
11071600100.508150	Grants & Aids to Local Govt.	25,000
Amended Total Appropriations		\$312,766,007

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Lee County, Florida, that the Fund 00100 General Fund budget is hereby amended to show the above additions to its Estimated Revenue and Appropriation accounts.

Duly voted upon and adopted in Chambers at a regular Public Hearing by the Board of County Commissioners on this ____ day of _____, 2003.

ATTEST:
CHARLIE GREEN, EX-OFFICIO CLERK

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY, FLORIDA

BY: _____
DEPUTY CLERK

CHAIRMAN

APPROVED AS TO FORM

OFFICE OF COUNTY ATTORNEY

DOC TYPE YB
LEDGER TYPE BA

Contract Number: 03-FT-1B-09-46-01-____

CFDA Number: 83.562

FEDERALLY 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 the Lee County Board of County Commissioners (hereinafter referred to as the "Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING FACTS:

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

B. WHEREAS, the Department has received these grant funds from the federal government, and has the authority to subgrant these funds to the Recipient upon the terms and conditions hereinafter set forth; and

C. 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 Budget and 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 end October 17, 2003, unless terminated earlier in accordance with the provisions of Paragraph (9) of this Agreement.

(4) MODIFICATION OF CONTRACT; REPAYMENTS.

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.

All refunds or repayments to be made to the Department under this Agreement are to be made payable to the order of "Department of Community Affairs," and mailed directly to the Department at the following address:

Department of Community Affairs
Cashier
Finance and Accounting
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

In accordance with § 215.34(2), Fla. Stat., if a check or other draft is returned to the Department for collection, the Department must add to the amount of the check or draft a service fee of Fifteen Dollars (\$15.00) or Five Percent (5%) of the face amount of the check or draft, whichever is greater.

(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 five 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 Budget and 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 recordkeeping are set forth in Attachment G and all terms and conditions pertaining to property management and procurement under this Agreement are set forth in Attachment H.

(6) REPORTS.

(a) At a minimum, the Recipient shall provide the Department with quarterly reports, and a close-out report.

(b) Quarterly reports are due to be received by the Department no later than the ending date of each quarter of the program year and shall continue to be submitted each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

(c) The close-out report is due 30 days after termination of this Agreement or upon completion of the activities contained in this Agreement.

(d) If all required reports and copies, prescribed above, are not sent to the Department or are not completed in a manner acceptable to the Department, the Department may withhold further payments until they are completed or may take such other action as set forth in Paragraph (9). The Department may terminate the Agreement with a Recipient if reports are not received within 30 days after written notice by the Department. "Acceptable to the Department" means that the work product was completed in accordance with generally accepted principles and is consistent with the Budget and Scope of Work.

(e) Upon reasonable notice, the Recipient shall provide such additional program updates or information as may be required by the Department.

(f) The Recipient shall provide additional reports and information as identified in Attachments C and D.

(7) MONITORING.

The Recipient shall constantly monitor its performance under this Agreement to ensure that time schedules are being met, the Budget and Scope of Work are being accomplished within specified time periods, and other performance goals are being achieved. Such review shall be made for each function or activity set forth in Attachment B to this Agreement. In addition, the Department will monitor the performance and financial management by the Recipient throughout the contract term to ensure timely completion of all tasks.

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised (see "AUDIT REQUIREMENTS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department. In the event that the Department determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Department to the Recipient regarding such audit.

The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Comptroller or Auditor General. In addition, the Department will monitor the performance and financial management by the Contractor throughout the contract term to ensure timely completion of all tasks.

(8) 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.

(9) 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 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 fail to keep, observe or perform any of the terms or covenants contained in this Agreement or any previous agreement with the Department 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 submitted with incorrect, incomplete or insufficient information;

4. If the Recipient has failed to perform and complete in timely fashion any of the services required under the Budget and 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 (10) herein;

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

3. Withhold or suspend payment of all or any part of a request for payment;

4. Exercise any corrective or remedial actions, to include but not be limited to, requesting additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance, issuing a written warning to advise that more serious measures may be taken if the situation is not corrected, advising the Recipient to suspend, discontinue or refrain from

incurring costs for any activities in question or requiring the Recipient to reimburse the Department for the amount of costs incurred for any items determined to be ineligible;

5. 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) 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.

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

(f) This Agreement may be terminated by the written mutual consent of the parties.

(g) Notwithstanding the above, the Recipient shall not be relieved of liability to the Department by virtue of any breach of Agreement by the Recipient. The Department may, to the extent authorized by law, withhold any payments to the Recipient for purpose of set-off until such time as the exact amount of damages due the Department from the Recipient is determined.

(10) 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

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.

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

John Wilson
Director
Lee County Emergency Management
2665 Ortiz Avenue
Fort Myers, Florida 33905
Phone: 941/477-3600
Fax: 941/477-3636
Email: 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 (10)(a) above.

(11) 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 five-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 11(g)2. of this certification; and
4. have not within a five-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.

(12) 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 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 Recipient 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) 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 12 (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 10th 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.

(j) 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 Recipient 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 Recipient of such non-compliance.

(k) The Recipient shall retain all financial records, supporting documents, statistical records, and any other documents pertinent to this contract for a period of five 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 five-year period, the records shall be retained until the litigation or audit findings have been resolved.

(l) The Recipient 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, Fla. Stat. The IPA shall state that the audit complied with the applicable provisions noted above.

(13) SUBCONTRACTS.

(a) If the Recipient subcontracts any or all of the work required under this Agreement, a copy of the executed subcontract must be forwarded to the Department within thirty (30) days after execution of the subcontract. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by all applicable state and federal laws and regulations, and (ii) the subcontractor shall hold the

Department and Recipient 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.

(14) TERMS AND CONDITIONS.

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

(15) 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.

(c) This Agreement has the following attachments:

- Exhibit 1 - Funding Sources
- Attachment A - Program Statutes and Regulations
- Attachment B - Budget and Scope of Work
- Attachment C - Quarterly Report Forms
- Attachment D - Final Closeout Report Form
- Attachment E - Financial Report/Reimbursement Request
- Attachment F - Planning Guidance Documents on Compact Disk

(16) FUNDING/CONSIDERATION

(a) 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 \$125,000 subject to the availability of funds.

(b) Any advance payment under this Agreement is subject to s. 216.181(16), Florida Statutes. The amount which may be advanced may not exceed the expected cash needs of the Recipient within the first three (3) months of the contract term. For a federally funded contract, any advance payment is also subject to federal OMB Circulars A-87, A-110, A-122 and the Cash Management Improvement Act of 1990. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment I. Attachment I will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds.

1. X No advance payment is requested.

2. _____ An advance payment of \$ _____ is requested.

(c) After the initial advance, if any, payment shall be made on a reimbursement basis as needed. The Recipient agrees to expend funds in accordance with the Budget and Scope of Work, Attachment B of this Agreement.

(17) 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) This Agreement cannot be extended without an extension of the Federal Grant from which this Agreement is funded, and under this circumstance, this Agreement must terminate no later than seventy five (75) days prior to the termination date of the Federal Grant. Extensions must be mutually agreed upon and shall be valid only when reduced to writing, duly signed by each of the parties hereto by the termination date of the original Agreement, and attached to the original of this Agreement.

(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.

(18) LOBBYING PROHIBITION.

(a) 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 agency.

(b) The Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and

contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representative of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(19) COPYRIGHT, PATENT AND TRADEMARK

ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA. ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE RECIPIENT TO THE STATE OF FLORIDA.

(a) If the Recipient brings to the performance of this Agreement a pre-existing patent or copyright, the Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

(b) If any discovery or invention arises or is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected herewith, the Recipient shall refer the discovery or invention to the Department for a determination whether patent protection will be sought in the name of the State of Florida. Any and all patent rights accruing under or in connection with the performance of this Agreement are hereby reserved to the State of Florida. In the event that any books, manuals, films, or other copyrightable material are produced, the Recipient shall notify the Department. Any and all copyrights accruing under or in connection with the performance under this Agreement are hereby transferred by the Recipient to the State of Florida.

(c) Within thirty (30) days of execution of this Agreement, the Recipient shall disclose all intellectual properties relevant to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Recipient shall retain all rights and entitlements to any

pre-existing intellectual property which is so disclosed. Failure to disclose will indicate that no such property exists. The Department shall then, under Paragraph (b), have the right to all patents and copyrights which occur during performance of the Agreement.

(20) 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.

(21) ASSURANCES.

The Recipient shall comply with any Statement of Assurances incorporated as Attachment J.

(22) VENDOR PAYMENTS.

Pursuant to Section 215.422, Fla. Stat., the Department shall issue payments to vendors within 40 days after receipt of an acceptable invoice and receipt, inspection, and acceptance of goods and/or services provided in accordance with the terms and conditions of the Agreement. Failure to issue the warrant within 40 days shall result in the Department paying interest at a rate as established pursuant to Section 55.03(1) Fla. Stat. The interest penalty shall be paid within 15 days after issuing the warrant.

Vendors experiencing problems obtaining timely payment(s) from a state agency may receive assistance by contacting the Vendor Ombudsman at (850) 488-2924 or by calling the State Comptroller's Hotline at 1-800-848-3792.

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

Recipient

Lee County
Board of County Commissioners

BY: _____

Name: _____

Title: _____

Date: _____

SAMAS # _____

FEID # _____

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:

Federal Program (*list Federal agency, Catalog of Federal Domestic Assistance title and number*) -

- Federal Emergency Management Agency (FEMA)
- State and Local All Hazards Emergency Operations Planning; FY 2002 Supplemental Funds
- 83.562
- \$125,000

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

Federal Program:

1. Funding must be used for planning that will assist States, Territories, Indian tribal governments and local governments in preparedness for, and consequence management of, possible terrorist attacks and for other purposes. Funds may be used for:
 - Development or enhancement of local continuity of operations plans and terrorist incident response annexes.
 - Development or enhancement of supporting documents such as Standard Operating Procedures and Risk Assessments.
 - Training related to the development or enhancement of emergency operations and strategic plans.
 - Conducting workshops or other training for local governments related to the development or enhancement of emergency operations and strategic plans.
 - Hiring personnel or contract support that directly support the accomplishment of these tasks.

Funding cannot be used for:

- Training not directly related to development or enhancement of emergency operations and strategic plans.
 - Operational training of first responders.
 - Exercises of any kind or size.
 - The purchase of equipment.
 - To supplant existing Federal, State, or local government funding or existing planning programs.
2. Selection of local jurisdictions located in the State of Florida is based on population size, threat assessment, and vulnerability rating.
 3. This Federal Grant period closes on December 31, 2003.

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

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

None.

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

None.

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

None.

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

1. Funding must be used for planning that will assist States, Territories, Indian tribal governments and local governments in preparedness for, and consequence management of, possible terrorist attacks and for other purposes. Funds may be used for:
 - Development or enhancement of local continuity of operations plans and terrorist incident response annexes.
 - Development or enhancement of supporting documents such as Standard Operating Procedures and Risk Assessments.
 - Training related to the development or enhancement of emergency operations and strategic plans.
 - Conducting workshops or other training for local governments related to the development or enhancement of emergency operations and strategic plans.
 - Hiring personnel or contract support that directly support the accomplishment of these tasks.

Funding cannot be used for:

- Training not directly related to development or enhancement of emergency operations and strategic plans.
 - Operational training of first responders.
 - Exercises of any kind or size.
 - The purchase of equipment.
 - To supplant existing Federal, State, or local government funding or existing planning programs.
2. Selection of local jurisdictions located in the State of Florida is based on population size, threat assessment, and vulnerability rating.
 3. This Federal Grant period closes on December 31, 2003.

4. **MANDATORY REQUIREMENTS**

The local terrorist incident response annex to the local comprehensive emergency management plan must meet the criteria as defined in Part 1 - Local Comprehensive Emergency Management Plan Compliance Criteria and Rule 9G-6 REVIEW OF LOCAL EMERGENCY MANAGEMENT PLANS. These can be found by visiting www.floridadisaster.org. Click the link Local Comprehensive Emergency Management Plan Compliance Criteria at the bottom of the page. It must also follow the sample format for Terrorism Incident Response Annexes in accordance with the FEMA Planning Guidance.

The continuity of operations plans shall be developed in accordance with the Continuity of Operations Implementation Guidance, dated September 9, Chapter No. 2002-43, Florida Law, and the Division of Emergency Management's training course entitled Continuity of Operations: Elements of Viability.

SUGGESTED GUIDELINES

Additionally, the following documents are provided to serve as guidelines in the revision of the terrorism annex:

- Terrorism Incident Response Annex to the State CEMP
- Regional Domestic Security Task Force Standard Operating Procedure Template
- FEMA Planning Guidance, which contains a sample format for Terrorism Incident Response Annexes.
- Florida Field Operations Guide (FOG)

These documents are included in this contract package.

Attachment B

Budget and Scope of Work

I. Proposed Budget

Category	Anticipated Expenditure Amount
Salary	\$
Contractual Services	\$
Training/Workshop	\$
Printing	\$
Supplies	\$
Other	\$
Total Contract Funds	\$ 125,000

The Recipient shall revise the County Terrorism Annex Plan and develop a County Continuity of Operations (COOP) Plan and a municipalities' COOP Plan using the funding indicated below. At each quarterly reporting period, the Recipient shall provide a breakdown of the project finances used for each Plan using the corresponding Quarterly Report Forms, Attachment C, of this Agreement.

County Terrorism Annex Plan Revision	5,000
County COOP Plan	70,000
Municipalities' COOP Plan Total	50,000
Cape Coral	50,000

If the Recipient succeeds in acquiring services and completing the prescribed planning for less than the budgeted amounts, then it must notify the Department and request authorization to apply unexpended funds to the project and identify their proposed use. Any funds identified in the Proposed Budget for the revised County Terrorist Incident Response Annex not needed for Annex revision will be used for COOP planning in accordance with this Scope of Work. Unexpended COOP funds may be applied to enhance the project through development of additional Plans beyond the six critical services for either Lee County or any municipality.

II. Scope of Work

The Recipient shall revise the County Terrorism Annex Plan and develop a County Continuity of Operations (COOP) Plan and a municipalities' COOP Plan applying the standards outlined under the Plan Development Guidelines provided in Section V. **Revision and development of these Plans shall be completed no later than October 17, 2003.**

The following COOP Plans will receive priority for the County: Continuity of Government Plan for County Commission, Continuity of Government Plan for County Court System, COOP Plans for any agency serving as Primary Agency in the County's Comprehensive Emergency Management Plan. The following Plans will receive priority for the municipality: Continuity of Government Plan

for City Council and COOP Plans for any agency serving as Primary Agency in the municipality's Comprehensive Emergency Management Plan, if applicable.

- A. **Revision of the Lee County Terrorism Incident Response Plan Annex to the Lee County Comprehensive Emergency Management Plan (CEMP).** This will be the guiding document for responding to terrorist incidents, including those involving Weapons of Mass Destruction (WMD). The revised Annex will be designed in accordance with Regional, State, and Federal Plans, guidance and requirements. The revised Annex will address the roles and responsibilities of all appropriate agencies in the event of a terrorist incident. The revised Annex will be organized in accordance with, and contain at a minimum, the information outlined in the Federal Emergency Management Agency (FEMA) Planning Guidance. Copies of the FEMA Planning Guidance, State Plan, and Regional Template are provided on Compact Disk, attached hereto as Attachment F, to serve as guides for revising the Lee County Terrorism Incident Response Plan Annex.
- B. **Lee County COOP Plan.** This Plan is to ensure the execution of County mission essential functions without interruption in the event of any emergency or event. The COOP Plans shall be designed using an all-hazards approach which includes localized acts of nature, accidents, technological and/or terrorist related incidents. To provide for the citizens of Lee County, COOP planning will address six critical services: Fire/Rescue, Police/Sheriffs, Emergency Management, 911 Communications, EMS/Ambulance, Public Works/Engineering. The Plans shall be developed in accordance with the Continuity of Operations Implementation Guidance, dated September 9, Chapter No. 2002-43, Florida Law, and the Division of Emergency Management's training course entitled Continuity of Operations: Elements of Viability. Copies of these documents are provided on Compact Disk, attached hereto as Attachment F, to serve as guides for developing COOP Plans for Lee County.
- C. **Municipal COOP Plans.** These shall be developed utilizing the same policy and standards as the County COOP Plans. Municipal COOP planning shall address six critical services: Fire/Rescue, Police/Sheriffs, Emergency Management, 911 Communications, EMS/Ambulance, Public Works/Engineering. Funds identified for municipal COOP Plans as outlined in this Scope of Work and Budget will be passed directly to the municipalities listed below:

Cape Coral

III. Eligible Expenses

Funding must be used for planning that will assist States, Territories, Indian tribal governments and local governments in preparedness for, and consequence management of, possible terrorist attacks and for other purposes. Funds may be used for:

- A. Development or enhancement of local continuity of operations plans and terrorist incident response annexes.
- B. Development or enhancement of supporting documents such as Standard Operating Procedures and Risk Assessments.
- C. Training related to the development or enhancement of emergency operations and strategic plans.
- D. Conducting workshops or other training for local governments related to the development or enhancement of emergency operations and strategic plans.
- E. Hiring personnel or contract support that directly support the accomplishment of these tasks.

IV. Ineligible Expenses

Funding **cannot** be used for:

- A. Training not directly related to development or enhancement of emergency operations and strategic plans.
- B. Operational training of first responders.
- C. Exercises of any kind or size.
- D. The purchase of equipment.
- E. To supplant existing Federal, State, or local government funding or existing planning programs.

V. Plan Development

A. **Revision of the Lee County Terrorism Incident Response Plan Annex.**

1. Provide specific local, regional and state agencies that will be involved in the revision of the Lee County Terrorism Annex. For example:
 - Local Fire Departments
 - Local Law Enforcement Agencies
 - Local Correctional Facilities
 - Local Health Care Providers
 - Local Public Works Agencies
 - Local Emergency Management Agencies
 - State of Florida
 - Federal Agencies
 - Not-for-Profit Agencies
 - Other Agencies as Necessary
2. Establish how and when the revision of the Lee County Terrorism Incident Response Plan Annex will be completed, including projected dates and goals. This may be done in the form of a project timeline.
3. Revise the current County Terrorism Incident Response Plan Annex in accordance with Regional, State and Federal Plans utilizing FEMA planning guidance provided and submit a draft revised Annex to the Department for review prior to the finalization in accordance with the Reporting Schedule, Section VII. of this Scope of Work.
4. Submit the final version of the revised Lee County Terrorism Incident Response Plan Annex to the Department in accordance with the Reporting Schedule, Section VII. of this Scope of Work.
5. Incorporate the revised Terrorism Incident Response Plan Annex into the Lee County CEMP.

B. **Lee County COOP Plans** for six critical services: Fire/Rescue, Police/Sheriffs, Emergency Management, 911 Communications, EMS/Ambulance, Public Works/Engineering.

1. Prepare and employ a Strategy and Program Management Plan to coordinate activities and ensure consistent COOP Plan development. This Plan should include project milestones and may be prepared in the form of a project timeline or Gantt Chart.

2. Analyze capabilities and vulnerabilities for each of the six County critical services.
3. Review internal Plans and policies general to County operations and specific to each of the six County critical services.
4. Identify codes and regulations with an impact on planning process and plan development general to County operations and specific to each of the six County critical services.
5. Design COOP Plans for each of the six County critical services to:
 - a. Ensure that the County is prepared to respond to emergencies, recover from them, and mitigate against their impacts.
 - b. Assure that the County is prepared to provide critical services in an environment that is threatened, diminished, or incapacitated.
 - c. Provide a means of information coordination to the County government to ensure uninterrupted communication within the internal organization of the County and externally to all identified critical customers.
 - d. Provide timely direction, control, and coordination to the County leadership and other critical customers before, during, and after an event or upon notification of a credible threat.
 - e. Establish and enact time-phased implementation procedures to activate various components of the Plan to provide sufficient operational capabilities relative to the event or threat thereof for the County.
 - f. Facilitate the return of County government to normal operating conditions as soon as practical based on circumstances and the threat environment.
 - g. Ensure that the County's COOP Plan is viable and operational, and that it remains compatible with Florida's Comprehensive Emergency Management Plan.
6. Utilize essential elements of viability to ensure a baseline of preparedness across the full range of potential emergencies. The Plans shall address the following elements:
 - a. Plans and procedures
 - b. Mission essential functions
 - c. Delegations of Authority
 - d. Orders of Succession
 - e. Alternate Facilities
 - f. Interoperable Communications
 - g. Vital Records and Databases
 - h. Logistics and Administration
 - i. Personnel Issues and Coordination
 - j. Security
 - k. Test, Training, and Exercise
 - l. Program Management
7. Develop a concept of operations for the COOP Plans which can:
 - Be maintained at a high level of readiness;
 - Be capable of implementation both with and without warning;
 - Be operational no later than 12 hours after activation;
 - Maintain sustained operations for up to 30 days; and,
 - Take maximum advantage of existing County infrastructures.

8. Prepare COOP Plans which assign responsibilities, establish procedures, and focus on the following objectives:
 - Ensure the safety of personnel and visitors;
 - Provide for the ability to continue essential operations;
 - Contain provisions for the protections of critical equipment, records, and other assets;
 - Maintain efforts to minimize damage and losses;
 - Contain provisions for an orderly response and recovery from any incident;
 - Serve as a foundation for the continued survival of leadership; and,
 - Assure compliance with legal and statutory requirements.
 9. Utilize a time-phase operational approach to include Activation, Alternate Operations, and Reconstitution and Termination.
 10. Submit COOP Plan outlines for each of the six critical services to the department for review in accordance with the Reporting Schedule, Section VII. of this Scope of Work.
 11. Submit draft COOP Plans for each of the six critical services to the department for review in accordance with the Reporting Schedule, Section VII. of this Scope of Work.
 12. Submit final versions of COOP Plans for each of the six critical services to the Department in accordance with the Reporting Schedule, Section VII. of this Scope of Work.
- C. **Municipal Continuity of Operations COOP Plans** for six critical services: Fire/Rescue, Police/Sheriffs, Emergency Management, 911 Communications, EMS/Ambulance, Public Works/Engineering for each of the jurisdictions listed in Section II.C. of this Scope of Work.
1. Prepare and employ a Strategy and Program Management Plan to coordinate activities and ensure consistent COOP Plan development. This Plan should include project milestones and may be prepared in the form of a project timeline or Gantt Chart.
 2. Analyze capabilities and vulnerabilities for each of the six municipal critical services.
 3. Review internal Plans and policies general to municipal operations and specific to each of the six municipal critical services.
 4. Identify codes and regulations with an impact on planning process and Plan development general to municipal operations and specific to each of the six municipal critical services.
 5. Design COOP Plans for each of the six municipal critical services to:
 - a. Ensure that the municipality is prepared to respond to emergencies, recover from them, and mitigate against their impacts.
 - b. Assure that the municipality is prepared to provide critical services in an environment that is threatened, diminished, or incapacitated.
 - c. Provide a means of information coordination to the municipal government to ensure uninterrupted communication within the internal organization of the municipality and externally to all identified critical customers.
 - d. Provide timely direction, control, and coordination to the municipal leadership and other critical customers before, during, and after an event or upon notification of a credible threat.

- e. Establish and enact time-phased implementation procedures to activate various components of the Plan to provide sufficient operational capabilities relative to the event or threat thereof for the municipality.
 - f. Facilitate the return of municipal government to normal operating conditions as soon as practical based on circumstances and the threat environment.
 - g. Ensure that the municipality's COOP Plan is viable and operational, and that it remains compatible with Florida's Comprehensive Emergency Management Plan.
6. Utilize essential elements of viability to ensure a baseline of preparedness across the full range of potential emergencies. The Plans shall address the following elements:
 - a. Plans and procedures
 - b. Mission essential functions
 - c. Delegations of Authority
 - d. Orders of Succession
 - e. Alternate Facilities
 - f. Interoperable Communications
 - g. Vital Records and Databases
 - h. Logistics and Administration
 - i. Personnel Issues and Coordination
 - j. Security
 - k. Test, Training, and Exercise
 - l. Program Management
 7. Develop a concept of operations for the COOP Plans which can:
 - Be maintained at a high level of readiness;
 - Be capable of implementation both with and without warning;
 - Be operational no later than 12 hours after activation;
 - Maintain sustained operations for up to 30 days; and,
 - Take maximum advantage of existing municipal infrastructures.
 8. Prepare COOP Plans which assign responsibilities, establish procedures, and focus on the following objectives:
 - Ensure the safety of personnel and visitors;
 - Provide for the ability to continue essential operations;
 - Contain provisions for the protections of critical equipment, records, and other assets;
 - Maintain efforts to minimize damage and losses;
 - Contain provisions for an orderly response and recovery from any incident;
 - Serve as a foundation for the continued survival of leadership; and,
 - Assure compliance with legal and statutory requirements.
 9. Utilize a time-phase operational approach to include Activation, Alternate Operations, and Reconstitution and Termination.
 10. Submit COOP Plan outlines for each of the six critical services to the department for review in accordance with the Reporting Schedule, Section VII. of this Scope of Work.
 11. Submit draft COOP Plans for each of the six critical services to the department for review in accordance with the Reporting Schedule, Section VII. of this Scope of Work.

12. Submit final versions of COOP Plans for each of the six critical services to the Department in accordance with the Reporting Schedule, Section VII. of this Scope of Work.

VI. Reporting Requirements and Reimbursement

- A. Quarterly Reports shall be submitted for each Plan in accordance with this Agreement and Section VII, Reporting Schedule, of this Scope of Work using the corresponding Quarterly Report Form provided for each Plan, attached hereto as Attachment C. The Quarterly Reports are due to the Department no later than the end of each quarter of the program year and shall continue to be submitted each quarter until submission of the administrative closeout report. The Quarterly Report shall provide the status of documentation requirements in accordance with the Plan Development (Section V.) of this Scope of Work, as well as a breakdown of the project finances used for each Plan.
- B. Reimbursement may be requested on a quarterly basis as needed, and will be based on activities and expenses as reported in accordance with the Reporting Schedule, Section VII of this Scope of Work. Funds will be reimbursed upon submission of the corresponding Quarterly Report, Attachment C, and the submission of an approved Financial Report/ Reimbursement Request for payment, Attachment E. Funds are to be expended in accordance with the Budget and Scope of Work. **Final Reimbursement Requests shall be received by the Department no later than November 17, 2003.**
- C. A full accounting for the expenditure of the \$125,000 will be contained in the Final Closeout Report (Attachment D), which is due 30 days after the termination of this Agreement or upon completion of the activities contained in this Agreement, and **prior to final disbursement of funds under this Agreement.**

VII. Reporting Schedule

- A. **First Quarter Report**, provide at a minimum:
 1. Revised Lee County Terrorism Incident Response Plan Annex:
 - a. Agency List for the revision of the Lee County Terrorism Incident Response Plan Annex.
 - b. Project Timeline for the revision of the Lee County Terrorism Incident Response Plan Annex.
 - c. Estimated Budget Plan for the revision of the Lee County Terrorism Incident Response Plan Annex.
 - d. Reimbursement request for funds expended during reporting quarter, with supporting backup documentation, including copies of vendor invoices, cancelled checks and purchase orders.
 2. Lee County COOP Plans:
 - a. Agency List for the development of the Lee County COOP Plans for the six critical services: Fire/Rescue, Police/Sheriffs, Emergency Management, 911 Communications, EMS/Ambulance, Public Works/Engineering.
 - b. Strategy and Program Management Plan for the Lee County COOP Plans.
 - c. Estimated Budget Plan for the Lee County COOP Plans.

- d. Reimbursement request for funds expended during reporting quarter, with supporting backup documentation, including copies of vendor invoices, cancelled checks and purchase orders.
3. Municipal COOP Plans for each of the jurisdictions listed in Section II.C. of this Scope of Work.
 - a. Agency List for the development of the municipal COOP Plans for the six critical services: Fire/Rescue, Police/Sheriffs, Emergency Management, 911 Communications, EMS/Ambulance, Public Works/Engineering.
 - b. Strategy and Program Management Plan for the municipal COOP Plans.
 - c. Estimated Budget Plan for the municipal COOP Plans.
 - d. Reimbursement request for funds expended during reporting quarter, with supporting backup documentation, including copies of vendor invoices, cancelled checks and purchase orders.

B. Second Quarter Report, provide at a minimum:

1. Revised Lee County Terrorism Incident Response Plan Annex:
 - a. Updated Project Timeline for the revision of the Lee County Terrorism Incident Response Plan Annex.
 - b. Reimbursement request for funds expended during reporting quarter, with supporting backup documentation, including copies of vendor invoices, cancelled checks and purchase orders.
2. Lee County COOP Plans:
 - a. County Capability Analysis and Vulnerability Assessment for the six critical services.
 - b. County Internal Review Results to include list of Authorities and References.
 - c. Outline for County COOP Plans for the six critical services.
 - d. Updated Strategy and Program Management Plan for the Lee County COOP Plans.
 - e. Reimbursement request for funds expended during reporting quarter, with supporting backup documentation, including copies of vendor invoices, cancelled checks and purchase orders.
3. Municipal COOP Plans for each of the jurisdictions listed in Section II.C. of this Scope of Work:
 - a. Municipal Capability Analysis and Vulnerability Assessment for the six critical services.
 - b. Municipal Review Results to include list of Authorities and References.
 - c. Outline for municipal COOP Plans for the six critical services.
 - d. Updated Strategy and Program Management Plan for the municipal COOP Plans.
 - e. Reimbursement request for funds expended during reporting quarter, with supporting backup documentation, including copies of vendor invoices, cancelled checks and purchase orders.

C. Third Quarter Report, provide at a minimum:

1. Revised Lee County Terrorism Incident Response Plan Annex:
 - a. Draft revision of the Lee County Terrorism Incident Response Plan Annex.

- b. Updated Project Timeline for the revision of the Lee County Terrorism Incident Response Plan Annex.
 - c. Reimbursement request for funds expended during reporting quarter, with supporting backup documentation, including copies of vendor invoices, cancelled checks and purchase orders.
2. Lee County COOP Plans:
- a. Draft Lee County COOP Plans for the six critical services.
 - b. Updated Strategy and Program Management Plan for the Lee County COOP Plans.
 - c. Reimbursement request for funds expended during reporting quarter, with supporting backup documentation, including copies of vendor invoices, cancelled checks and purchase orders.
3. Municipal COOP Plans for each of the jurisdictions listed in Section II.C. of this Scope of Work:
- a. Draft municipal COOP Plans for the six critical services.
 - b. Updated Strategy and Program Management Plan for the municipal COOP Plans.
 - c. Reimbursement request for funds expended during reporting quarter, with supporting backup documentation, including copies of vendor invoices, cancelled checks and purchase orders.
- D. **Fourth Quarter Report**, provide at a minimum:
1. Revised Lee County Terrorism Incident Response Plan Annex:
- a. Final Version of the revised Lee County Terrorism Incident Response Plan Annex.
 - b. Reimbursement request for funds expended during reporting quarter, with supporting backup documentation, including copies of vendor invoices, cancelled checks and purchase orders.
2. Lee County COOP Plans:
- a. Final Version of the Lee County COOP Plans for the six critical services.
 - b. Reimbursement request for funds expended during reporting quarter, with supporting backup documentation, including copies of vendor invoices, cancelled checks and purchase orders.
3. Municipal COOP Plans for each of the jurisdictions listed in Section II.C. of this Scope of Work:
- a. Final Version of the municipal COOP Plans for the six critical services.
 - b. Reimbursement request for funds expended during reporting quarter, with supporting backup documentation, including copies of vendor invoices, cancelled checks and purchase orders.
- E. **Final Closeout Report**, provide at a minimum:
1. Revised Lee County Terrorism Incident Response Plan Annex:

- a. Any applicable documentation to substantiate incorporation of the revised Terrorism Incident Response Plan Annex into the Lee County Comprehensive Emergency Management Plan.
 - b. Closeout Financial Documentation.
2. Lee County COOP Plans:
 - a. Any applicable documentation to substantiate integration of COOP Plans for six critical services into the Lee County Comprehensive Emergency Management Plan.
 - b. Closeout Financial Documentation.
3. Municipal COOP Plans for each of the jurisdictions listed in Section II.C. of this Scope of Work:
 - a. Any applicable documentation to substantiate integration of COOP Plans for six critical services into the municipal Comprehensive Emergency Management Plan or other applicable emergency planning documents.
 - b. Closeout Financial Documentation.

Attachment C

Quarterly Reports

**Revised County Terrorism Incident Response Plan Annex
Quarterly Progress Report**

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

Quarter Reporting: _____ First
 _____ Second
 _____ Third
 _____ Fourth

Grantee: Lee County BOCC

Agreement #: 03-FT-1B-09-46-01-

Date Report Submitted: _____

- I. Project Finances: Include the dates of each report period as specified in the "From/To" column. Enter the amount of funds expended in each budget category during the period (figures should be consistent with invoice amounts).

Reporting Quarter	From/To	Salary	Contractual Services	Training/ Workshop	Printing	Supplies (specify)	Other (specify)	Totals
1								
2								
3								
4								
FINAL								
Totals								

- II. Project Finance Narrative: Include a brief summary of financial activity during the period as well as an explanation of expenses charged to the "Other" category.

First Quarter Report:

Second Quarter Report:

Third Quarter Report:

Fourth Quarter Report:

Final Report:

- III. Project Activity Narrative: Quarterly status reporting comments should be thorough and include, but not be limited to, a discussion of significant events or milestones (both success and problems), circumstances affecting completion dates, and any special issues that should be reported on. Provide documentation below and include attachments as appropriate to justify request for reimbursement of funds expended during reporting quarter. Attach agendas from meetings and training/workshops, if appropriate.

First Quarter Report:

Second Quarter Report:

Third Quarter Report:

Fourth Quarter Report:

Final Report:

County COOP Plan Quarterly Progress Report

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

Quarter Reporting: _____ First
 _____ Second
 _____ Third
 _____ Fourth

Grantee: Lee County BOCC
 Agreement #: 03-FT-1B-09-46-01-
 Date Report Submitted: _____

- I. Project Finances: Include the dates of each report period as specified in the "From/To" column. Enter the amount of funds expended in each budget category during the period (figures should be consistent with invoice amounts).

Reporting Quarter	From/To	Salary	Contractual Services	Training/ Workshop	Printing	Supplies (specify)	Other (specify)	Totals
1								
2								
3								
4								
FINAL								
Totals								

- II. Project Finance Narrative: Include a brief summary of financial activity during the period as well as an explanation of expenses charged to the "Other" category.

First Quarter Report:

Second Quarter Report:

Third Quarter Report:

Fourth Quarter Report:

Final Report:

- III. Project Activity Narrative: Quarterly status reporting comments should be thorough and include, but not be limited to, a discussion of significant events or milestones (both success and problems), circumstances affecting completion dates, and any special issues that should be reported on. Provide documentation below and include attachments as appropriate to justify request for reimbursement of funds expended during reporting quarter. Attach agendas from meetings and training/workshops, if appropriate.

First Quarter Report:

Second Quarter Report:

Third Quarter Report:

Fourth Quarter Report:

Final Report:

Municipalities' COOP Plans Quarterly Progress Report

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

Quarter Reporting: _____ First
 _____ Second
 _____ Third
 _____ Fourth

Grantee: Lee County BOCC

Agreement #: 03-FT-1B-09-46-01-

Date Report Submitted: _____

- I. **Project Finances:** Include the dates of each report period as specified in the "From/To" column. Enter the amount of funds expended in each budget category during the period (figures should be consistent with invoice amounts).

Reporting Quarter	From/To	Salary	Contractual Services	Training/ Workshop	Printing	Supplies (specify)	Other (specify)	Totals
1								
2								
3								
4								
FINAL								
Totals								

- II. **Project Finance Narrative:** **Specify the municipalities being reported on.** Include a brief summary of financial activity during the period as well as an explanation of expenses charged to the "Other" category.

First Quarter Report:

Second Quarter Report:

Third Quarter Report:

Fourth Quarter Report:

Final Report:

- III. Project Activity Narrative: **Specify the municipalities being reported on.** Quarterly status reporting comments should be thorough and include, but not be limited to, a discussion of significant events or milestones (both success and problems), circumstances affecting completion dates, and any special issues that should be reported on. Provide documentation below and include attachments as appropriate to justify request for reimbursement of funds expended during reporting quarter. Attach agendas from meetings and training/workshops, if appropriate.

First Quarter Report:

Second Quarter Report:

Third Quarter Report:

Fourth Quarter Report:

Final Report:

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

Final Closeout Report

Grantee: Lee County BOCC

Agreement #: 03-FT-1B-09-46-01-

Agreement Amount: \$125,000

Date Report Submitted: _____

Agreement Period: - 10/17/03

Funds Received by Recipient from Department Under This Agreement

(corresponds with Project Finances section of Quarterly Reports submitted)					(corresponds with Reimbursement Requests)	
Cost Categories	(1) Rev. Annex Expenditures	(2) County COOP Plan	(3) Municipal COOP Plans	Total Expenditures (1+2+3)	Date/ Recipient's Invoice #	(4) Amount
Salary					1	
Contractual Services					2	
Training/ Workshop					3	
Printing					4	
Supplies					5	
Other					6	
TOTALS					7	Total

Agreement Amount	\$125,000
Less Total Funds Received Under This Agreement (column 4, line 7)	
Balance of Agreement (unused funds to be deobligated)	

I hereby certify that the above costs are true and valid costs incurred in accordance with the project Agreement.

Signed: _____
 Recipient Contract Manager or Financial Officer

Date: _____

Recipient's Invoice Number: _____

Financial Report/Reimbursement Request

Lee County BOCC

03-FT-1B-09-46-01-

To: Florida Department of Community Affairs
Division of Emergency Management

Date Prepared: _____

From: _____

Work Completed: *(paraphrase the information provided on the Quarterly Report)*

Total Contract Award	\$125,000
Total Expenditures to Date	_____
Amount of this Invoice	_____
Amount remaining on Contract	_____

Original Signature _____

FEID Number _____

****TO BE COMPLETED BY DEPARTMENT****

Date Invoice Received: _____

Date Project Received: _____

Date Project Reviewed: _____

Date Project Approved: _____

Contract Manager _____ Date _____