

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

Blue Sheet No. 20030956

1. REQUESTED MOTION:

ACTION REQUESTED: Approve and execute the Emergency Management Preparedness and Assistance (EMPA) Base Grant Agreement #04BG-04-09-46-01-036 with the Florida Department of Community Affairs which provides a \$102,959 grant to enhance the county's emergency management program. Approve Budget Amendment Resolution in the general fund for FY04 in the amount of \$102,959.

WHY ACTION IS NECESSARY: State law requires Board approval of allocation before expenses can be applied against the grant funding.

WHAT ACTION ACCOMPLISHES: Furnishes funding to improve the county's emergency program in a manner consistent with the State Emergency Management Plan and supporting programs.

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

C7A

3. MEETING DATE:

10-07-2003

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

7. BACKGROUND: The Lee County Emergency Management Program within the Division of Public Safety is eligible to receive \$105,806 in funding less statewide satellite costs (\$2,847/year) from the Emergency Management Preparedness and Assistance Trust Fund. The trust fund, created by the 1993 Florida Legislature after Hurricane Andrew and the "Storm of the Century's" impact upon Florida, provides funding to support local emergency management programs.

Funding eligibility is based on county certification that it complies with the requirements of Chapter 252, F.S., administrative rules and regulations governing local emergency management programs, and that grant funds will not supplant county funding. The Lee County Emergency Management Program meets the compliance requirements set forth in Chapter 252, F.S., and the appropriate rules and regulations.

Background Continued on Next Page

8. MANAGEMENT RECOMMENDATIONS: Staff recommends approval of request.

9. RECOMMENDED APPROVAL:

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services	G County Manager								
<i>JDW 8/25/03</i>	<i>[Signature]</i>	<i>N/A</i>		<i>[Signature]</i>	<table border="1"> <tr> <td>OA</td> <td>OM</td> <td>Risk</td> <td>GC</td> </tr> <tr> <td><i>[Signature]</i></td> <td><i>[Signature]</i></td> <td><i>[Signature]</i></td> <td><i>[Signature]</i></td> </tr> </table>	OA	OM	Risk	GC	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>
OA	OM	Risk	GC											
<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>											

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty
 Date: **8/21/03**
 Time: **11:00 AM**
 Forwarded To:
 Budget
 8/21/03 8:30 AM

RECEIVED BY
 COUNTY ADMIN: **AM**
8/22/03
 COUNTY ADMIN
 FORWARDED TO:

Background Continued:

The county's share of the match for the grant is the level of general revenue funding provided to the Emergency Management Program. By state rule, this share is equal either to the average funding level over the past three years, or equal to the last fiscal year's funding level, whichever is lower

Revenues: 12073100100.334290.9006

Expenditures

12073100100.501390	Other Professional Services	55,000
12073100100.503460	Data Processing	3,000
12073100100.504690	Other Repair & Maintenance	4,500
12073100100.505120	Office Supplies	2,512
12073100100.505280	Minor Equipment	13,000
12073100100.505290	Other Supplies	13,000
12073100100.505410	Reference Materials	972
12073100100.506410	Furniture & Equipment	10,975

Attachment 1--Four copies of Contract No. #04BG-04-09-46-01-036/CSFA #52008/CFDA #83.552

Attachment 2--Budget Resolution

Attachment 3--Five-Year Strategic Plan FY2003

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 \$102,959 of revenues from EMPA Grant 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:		\$323,992,370
Additions		
12073100100.334290.9006	Emer Mgmt.Preparedness & Asst Base Grant	\$102,959
Amended Total Estimated Revenues		\$324,095,329

APPROPRIATIONS		
Prior Total:		\$323,992,370
Additions		
12073100100.503190	Other Professional Services	\$55,000
12073100100.503460	Data Processing	3,000
12073100100.504690	Other Repair & Maint.	4,500
12073100100.505120	Office Supplies	2,512
12073100100.505280	Minor Equipment	13,000
12073100100.505290	Other Supplies	13,000
12073100100.505410	Reference Materials	972
12073100100.506410	Furniture & Equipment	10,975
Amended Total Appropriations		\$324,095,329

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

FORWARD WITH AGREEMENT AND BLUE SHEET

ALL INFORMATION IS REQUIRED - DO NOT LEAVE ANY BLANKS - USE N/A WHEN NOT APPLICABLE

GRANT AT A GLANCE

GRANT AWARD INFORMATION

- 1. County Grant ID (project #): 04-BG-04-09-46-01-036
- 2. Title of Grant: EMPA Base Grant
- 3. Amount of Award: \$102,959
- 4. Amount of Match Required: \$ equal either to average funding over past three years or equal to last FY
- 5. Type of Match: See Above
(cash, in-kind etc)

6. SOURCE OF GRANT FUNDS & CATALOG NUMBER:

FEDERAL <input type="checkbox"/> CFDA #83.552	STATE <input type="checkbox"/> CSFA #52008
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7. Agency Contract Number: 04BG-04-09-46-01-036

8. Contract Period:	Begin Date: 10/1/03	End Date: 9/30/04
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9. Name of Subrecipient(s) Translation Services Contract
 Hazardous Materials & Residential Health Care Plans

10. Business Unit(s): 12073100100

11. Scope of Grant: (describe project). Improve the county's emergency program in a manner consistent with the State Emergency Management Plan and supporting programs.

12. Has this Grant been Funded Before? YES NO If YES When?

13. Is Grant Funding Anticipated in Subsequent Years? YES NO

14. If Grant Funding Ends Will This Program Be Continued at County Expense? YES NO
If YES What is the Lee County Budget Impact:

1st Year 102,959	2 nd Year 102,959	3 rd Year 102,959
4 th Year 102,959	5 th Year 102,959	

Check Box if Additional Information on Program and Budget Impact is provided in Comment Section on page 2

ADMINISTERING DEPARTMENT INFORMATION

- 1. Department: Lee County Public Safety/Emergency Management
- 2. Contacts:

Program Mgr. David Saniter	Phone #: 477-3600
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Fiscal Mgr. Patti Hojnacki

Phone #:335-1609

GRANTOR AGENCY INFORMATION

(The agency you signed this agreement with)

1. Grantor Agency: Dept. of Community Affairs
2. Program Title/Division: Division of Emergency Management
3. Agency Contact: Debbie Wonsch, Manager
4. Phone Number: 850-413-9894
5. Mailing Address: 2555 Shumard Oak Blvd.
Tallahassee, FL 32399-2100

SOURCE OF FUNDS

1. Original Funding
Source: State of Florida
(name of agency where funding originated from)
2. Pass Through Agency: Department of Community Affairs
(middleman if any? Example: federal \$\$ from US DOT given to STATE of FL DOT --then from STATE DOT to Lee County DOT --- STATE of FL DOT is the pass-through agency).
3. Additional Information for Other Agencies Involved:

3a. Is the County a Grantee
or Subrecipient in #3 above:

REPORTING REQUIREMENTS

1. Does this grant require a separate subfund? YES NO
(Example: you need to return interest earnings)

Please Explain:

2. Is funding received in advance? YES NO
(If YES, please indicate conditions for returning residual proceeds, or interest and the address to return it to, if different from the Grantor Agency Information)

COMMENTS--INSTRUCTIONS:

Agreement Number: 04BG-04-09-46-01-036
CSFA Number: 52008
CFDA Number: 83.552

STATE AND 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 LEE COUNTY, (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 agrees to comply with all the requirements of this Agreement and Rule Chapter 9G-19, Florida Administrative Code; and

B. WHEREAS, the Department receives these grant funds from the State of Florida and 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 is authorized, pursuant to Section 252.373, Florida Statutes, and Rule Chapter 9G-19, Florida Administrative Code, to disburse funds for emergency management grants to recipients.

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

(1) BUDGET AND SCOPE OF WORK

The Recipient shall fully perform the obligations in accordance with the Budget, Attachment A, and Scope of Work, Attachment B and B-1, 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 C.

(3) PERIOD OF AGREEMENT

This Agreement shall begin October 1, 2003 and shall end September 30, 2004, unless terminated earlier in accordance with the provisions of Paragraph (9) of this Agreement. All requests for reimbursement must be submitted within 30 days after the termination date of the Agreement. Any requests received after November 1, 2004, may, in the discretion of the Department, not be reimbursed from this Agreement. Reimbursement requests shall not be submitted by facsimile transmission.

(4) MODIFICATION OF CONTRACT; REPAYMENTS

Either party may request modification of the provisions of this Agreement. Changes which are mutually agreed upon shall be effective only when reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement. No change to the terms and conditions of this Agreement, including the Scope of Work, shall be effective until filed and approved in accordance with the provisions in Attachment B.

Changes to the amount of funding to be provided may be accomplished by notice from the Department to the Recipient, in the form of certified mail, return receipt requested. The Department may make an award of additional funds by subsequent Award Letter certified mail, return receipt requested, to the Recipient's contact identified in Paragraph (10), below. Should the Recipient determine it does not wish to accept the award of additional funds, then the Recipient shall provide notice to the Department contact within thirty (30) days of receipt of the Award Letter. Otherwise, the Recipient shall provide to the Department its written notice of acceptance within forty-five (45) days of receipt of the Award Letter. The terms of this Agreement shall be considered to have been modified to include the additional funds upon the Department's receipt of the written notice of acceptance and receipt of a budget form which details the proposed expenditure of the additional funds. The budget form will be provided by the Department when the offer of additional funds is made.

Notwithstanding the foregoing, any budget changes which do not increase the overall cost of the project or change the Scope of Work do not require a written modification to 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), Florida Statutes, 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, Attachment A and Scope of Work, Attachment B and B-1, 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.

(6) REPORTS

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

(b) Quarterly reports are due to be received by the Department no later than 30 days after the end 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 December 31, March 31, June 30 and September 30.

(c) The close-out report is due 45 days after termination of this Agreement.

(d) If all required reports and copies, prescribed above, are not sent to the Department or are not completed in a manner acceptable to the Department, the Department may withhold further payments until they are completed or may take such other action as set forth in 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 Attachment 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 and B-1 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, Florida Statutes, agrees to be fully responsible to the extent provided by Section 768.28 Florida Statutes, 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, Attachment A, and Scope of Work, Attachments B and B-1 attached hereto.

(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, Florida Statutes, as amended.

(d) Suspension or termination constitutes final agency action under Chapter 120, Florida Statutes, 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 name and address of the Department contract manager for this Agreement is:

Ms. Debbie Wonsch, Manager
Emergency Management Preparedness and
Assistance Base Grant Program
Department of Community Affairs
Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100
Telephone: (850) 413-9894
Fax: (850) 488-7842
Email: debbie.wonsch@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
PO Box 398
Fort Myers, FL 33902-0398
Telephone: 239-335-1649
Fax: 239-335-1638
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.

(e) All payments relating to the Agreement shall be mailed to the following address:

Lee County Board of County Commissioners
Att: John D. Wilson, Director
Lee County Public Safety
PO Box 398
Fort Myers, FL 33902-0398

(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.

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

In determining the State awards expended in its fiscal year, the Recipient shall consider all sources of State awards, including State funds received from the Department, except that State awards received by a nonstate entity for Federal program matching requirements shall be excluded from consideration. The funding for this Agreement was received by the Department as a Grants and Aids appropriation.

1. The annual financial audit report shall include all management letters and the recipient's response to all findings, including corrective actions to be taken.
2. The annual financial audit report shall include a schedule of financial assistance specifically identifying all Agreement and other revenue by sponsoring agency and Agreement number.
3. The complete financial audit report, including all items specified in (12)(d) 1 and 2 above, shall be sent directly to:

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

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

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

(g) 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
Bureau of Compliance Planning and Support
Finance and Administration Section
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

(h) 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.

(i) 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.

(j) 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.

(k) 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.

(l) 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.

(m) 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, Florida Statutes. 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 (1) the subcontractor is bound by all applicable state and federal laws and regulations, and (2)**

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.

(b) The Recipient shall not award subgrants using funds awarded pursuant to this Agreement.

(c) The Recipient shall comply with all applicable procurement rules and regulations in securing goods and services to implement the Scope of Work. Wherever required by law or otherwise permitted, the Recipient shall utilize competitive procurement practices.

(d) Allowable costs shall be determined in accordance with Office of Management and Budget Circular A-87.

(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 - Budget
- Attachment B and B-1 - Scope of Work
- Attachment C - Program Statutes and Regulations
- Attachment D - Reports
- Attachment E - Justification for Advance
- Attachment F - Assurances

(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 \$102,959 subject to the availability of funds from the Department. The amount of funds available pursuant to this rule chapter may be adjusted proportionally when necessary to meet any matching requirements imposed as a condition of receiving federal disaster relief assistance or planning funds.

Funds received from the Emergency Management Preparedness and Assistance Trust Fund may not be used to supplant existing funds, nor shall funds from one program under the Trust Fund be used to match funds received from another program under the Trust Fund.

(b) Any advance payment under this Agreement is subject to s. 216.181(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 E. Attachment E 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, any further payments shall be made on a quarterly reimbursement basis. Additional reimbursement requests in excess of those made quarterly may be approved by the Department for exceptional circumstances. An explanation of the exceptional circumstances must accompany the request for reimbursement. The Recipient agrees to expend funds in accordance with the Budget, Attachment A, and the Scope of Work, Attachments B and B-1 of this Agreement.

(d) All funds received hereunder shall be placed in an **interest-bearing account** with a separate account code identifier for tracking all deposits, expenditures and interest earned. Funds disbursed to the Recipient by the Department that are not expended in implementing this program shall be returned to the Department, along with any interest earned on all funds received under this Agreement, within ninety (90) days of the expiration of the award Agreement.

(e) The Recipient shall comply with all applicable procurement rules and regulations in securing goods and services to implement the Scope of Work. Whenever required by law or otherwise permitted, the Recipient shall utilize competitive procurement practices.

(f) Allowable costs shall be determined in accordance with applicable Office of Management and Budget Circulars, or, in the event no circular applies, by 48 CFR Part 31 CONTRACT COST PRINCIPLES AND PROCEDURES.

(g) **At a minimum, the Recipient shall continue to provide other funding for the Recipient's Emergency Management Agency at an amount equal to either: (1) the average of the previous three years' level of county general revenue funding of the Recipient's Emergency Management Agency; or (2) the level of funding for the Recipient's Emergency Management Agency for the last fiscal year, whichever figure is lower (Rule 9G-19.011). Recipient's general revenue funding for 911 services, emergency medical services, law enforcement, criminal justice, public works or other services outside the local emergency management agency as defined by Section 252.38, Florida Statutes, shall not be included in determining the "level of county funding of the Recipient's Emergency Management Agency." The Recipient shall certify compliance with this**

rule chapter and this rule by its execution of this Agreement, and as a condition precedent to receipt of funding.

Federal funds provided under this Agreement shall be matched by the Recipient dollar for dollar from non-federal funds.

(h) Should the Recipient wish to carry forward into the fiscal year beginning October 1, 2004 any unspent funds awarded under this Agreement, the Recipient must request such carry forward of funds in writing with accompanying documentation detailing the exceptional circumstances requiring the need to the Department by June 30, 2004. At the Division's discretion, an amount not to exceed an amount equal to 25% of the initial amount awarded (\$105,806) may be carried forward under this Agreement. Failure to timely submit information, or failure to submit complete information, may result in the denial of a request to carry funds forward. Any carry forward amounts approved will be added to the Recipient's base Agreement for the following year. Funds may not be carried forward for the purpose of paying salaries and benefits of regular or Other Personal Services personnel. Such salaries and benefits funds may be carried forward to cover contractual or other temporary personnel costs for non-recurring projects only.

(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 receipt of funds from the federal government, and subject to any modification in accordance with Chapter 216, Florida Statutes or the Florida Constitution.

(b) This Agreement may not be renewed or extended.

(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, Florida Statutes.

(e) The Department 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, Florida Statutes, 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 F.

(22) VENDOR PAYMENTS

Pursuant to Section 215.422, Florida Statutes, 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) Florida Statutes. 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.

(23) EQUIPMENT AND PROPERTY MANAGEMENT

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

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

- A. That any reports of problems with the Equipment or system, trouble reports, and any requests for repairs, service, maintenance or the like, shall be communicated directly and exclusively to the Department's State Warning Point (SWP) (850) 413-9910.
- B. That the Recipient will assist and comply with the instructions of the SWP and any technical service representative responding to the report or service request. Recipient's personnel shall cooperate with and assist service representatives, as required, for installation, troubleshooting and fault isolation, with adequate staff.
- C. That the Recipient shall not change, modify, deinstall, relocate, remove or alter the Equipment, accessories, attachments and related items without the express written approval of the Department.
- D. That the Recipient shall provide access, subject to reasonable security restrictions, to the Equipment and related areas and locations of the Recipient's facilities and premises, and will arrange permitted access to areas of third-party facilities and premises for the purpose of inspecting the Equipment and performing work related to the Equipment. Service representatives and others performing said work shall comply with the Recipient's reasonable rules and regulations for access, provided the Department is promptly furnished with a copy after execution of this Agreement. The Recipient shall provide safe access to the Equipment and will maintain the environment where the Equipment is located in a safe and secure condition. The Recipient shall provide service representatives with access to electrical power, water and other utilities, as well as telephone access to the Recipient's facility as required for efficient service.
- E. That the Recipient shall take reasonable steps to secure the Equipment and to protect the Equipment from damage, theft, loss and other hazards. This shall not obligate the Recipient to procure insurance. The Department agrees to procure and maintain all risks insurance coverage on the Equipment. The Recipient agrees to refrain from using or dealing with the Equipment in any manner which is inconsistent with the HNS Agreements, any policy of insurance referred to in the HNS Agreements, and any applicable laws, codes ordinances or regulations. The Recipient shall not allow the Equipment to be misused, abused, wasted, or allowed to deteriorate, except normal wear and tear resulting from its intended use. The Recipient shall immediately report any

damage, loss, trouble, service interruption, accident or other problem related to the Equipment to the SWP, and shall comply with reasonable instructions issued thereafter.

- F. That any software supplied in connection with the use or installation of the equipment is subject to proprietary rights of Hughes Network Systems, Inc., and/or HNS's vendor(s) and/or the Department's vendor(s). The use of one copy of said software is subject to a license granted from HNS to the Department, and a sublicense from the Department to the Recipient, to use the software solely in the operation of the Equipment, to commence on delivery of the software to the Recipient and to last for the term of the HNS Agreements. The Recipient shall not: (i) copy or duplicate, or permit anyone else to copy or duplicate, any part of the software, or (ii) create or attempt to create, or permit others to create or attempt to create, by reverse engineering or otherwise, the source programs or any part thereof from the object programs or from other information provided in connection with the Equipment. The Recipient shall not, directly or indirectly, sell, transfer, offer, disclose, lease, or license the software to any third party.
- G. To comply with these provisions until the termination of the HNS Agreements.
- H. The amounts retained for the satellite service cover the initial order for services provided to the Department pursuant to the services agreement between Hughes Network Systems and the State of Florida. The charge does not cover maintenance, repair, additional equipment and other services not part of the initial order for services. The service charge covers only the remote corrective maintenance specified in paragraph 4.3 of the Service Agreement with HNS and does not cover other maintenance, repair, additional equipment and other services not part of the initial order for services. In particular, the service charge does not cover:
1. Maintenance, repair, or replacement of parts damaged or lost through catastrophe, accident, lightning, theft, misuse, fault or negligence of the Recipient or causes external to the Equipment, such as, but not limited to, failure of, or faulty, electrical power or air conditioning, operator error, failure or malfunction of data communication Equipment not provided to the Recipient by the Department under this Agreement, or from any cause other than intended and ordinary use.
 2. Changes, modifications, or alterations in or to the Equipment other than approved upgrades and configuration changes.
 3. Deinstallation, relocation, or removal of the Equipment or any accessories, attachments or other devices.

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

(24) COMMUNICATIONS COSTS

By its execution of this Agreement, the Recipient authorizes the Department to deduct the

appropriate costs of the recurring charges for the satellite communications Service from the allocation provided to Recipient under Rule 9G-19.005(3), Florida Administrative Code. The deduction is \$2,847 for twelve months.

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

(25) VEHICLES

Written approval from the Director of the Division of Emergency Management must be obtained prior to the purchase of any motor vehicle with funds provided under this Agreement. In the absence of such approval, the Department has no obligation to honor such reimbursement request. Any trade-in or resale funds received relating to any vehicle purchased under this subgrant is program income and must be applied toward the Recipient's Emergency Management Preparedness and Assistance (EMPA) Base Grant expenditures.

(26) PROPERTY MANAGEMENT/PROCUREMENT

(a) The recipient shall comply with applicable procurement rules and regulations in securing goods and services to implement the Scope of Work. Wherever required by law or otherwise permitted, the Recipient shall utilize competitive procurement practices.

(b) Allowable costs shall be determined in accordance with Office of Management and Budget Circular A-102 - Common Rule.

(c) Recipient agrees to use any equipment purchased under the terms of this Agreement for the purpose for which it was intended.

(d) Equipment purchased under the terms of this Agreement shall remain the property of the Recipient. The disposition of equipment shall be made in accordance with the Recipient's policies and procedures and applicable federal policies and procedures.

(27) CERTIFICATIONS

(a) By its execution of this Agreement, the Recipient certifies that it is currently in full compliance with the Rule Chapters 9G-6, 9G-11, and 9G-19, Florida Administrative Code, Chapter 252, Florida Statutes, and appropriate administrative rules and regulations that guide the emergency management program and associated activities.

(b) The Recipient certifies that funds received from the Emergency Management, Preparedness and Assistance Trust Fund (EMPA funds) **will not be used to supplant existing funds**, nor will funds from one program under the Trust Fund be used to match funds received from another program under the Trust Fund. The Recipient further certifies that EMPA funds shall not be expended for 911 services, emergency medical services, law enforcement, criminal justice, fire service, public works or other services outside the emergency management responsibilities assigned to the Recipient's Emergency Management Agency, unless such expenditure enhances emergency management capabilities as expressly assigned in the local Comprehensive Emergency Management Plan (CEMP).

(c) The Recipient certifies that it is a participant in the most current Statewide Mutual Aid Agreement (SMAA).

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

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

RECIPIENT

_____ County

BY: _____

Name and Title: _____

Date: _____

Federal Employer I.D. _____

**STATE OF FLORIDA
DEPARTMENT OF COMMUNITY AFFAIRS**

BY: _____

Name and Title: W. Craig Fugate, Director

Date: _____

EXHIBIT - 1

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

Federal Program -0-

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

Not applicable at this time.

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

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project (*list State awarding agency, Catalog of State Financial Assistance title and number*)

State Awarding Agency: Department of Community Affairs

Catalog of State Financial Assistance Title: Emergency Management Programs

Catalog of State Financial Assistance Number: 52008

State Grant Amount: \$105,806

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

Pursuant to Section 252.373, Florida Statutes and Rule Chapter 9G-19, Florida Administrative Code.

Attachment A

Budget

The anticipated expenditures for the Categories listed below are for the Emergency Management Preparedness and Assistance (EMPA) State portion of this subgrant only (Paragraph (16)(a), FUNDING/ CONSIDERATION). A separate budget form for the Emergency Management Performance Grant (EMPG) portion of this subgrant will be provided when funds are awarded by the Department.

<u>Category</u>	<u>Anticipated Expenditure Amount</u>
Salaries/Fringe Benefits	\$ 16,000
Other Personal Services	\$ 40,000
Expenses	\$ 26,959
Operating Capital Outlay	\$ 10,000
Fixed Capital Outlay	\$ 10,000
Total State Funds	\$ 102,959

Attachment B

Scope of Work

Base Grant funding from the Emergency Management Preparedness and Assistance Trust Fund is intended to enhance county emergency management plans and programs that are consistent with the State Comprehensive Emergency Management Plan and Program (reference Rule Chapter 9G-6, Florida Administrative Code and Chapter 252, Florida Statutes). This Scope of Work recognizes that each recipient is at a varying level of preparedness, and it is understood that each county has a unique geography, faces unique threats and hazards, and serves a unique population.

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

As a condition of receiving funding pursuant to this Agreement, the Recipient shall complete the work items approved by the Department and attached hereto as Attachment B-1. Subsequent revisions during the term of this Agreement shall be those submitted in writing by the Recipient, approved by the Department, and on file in the Division.

As a further condition of receiving funding under this Agreement, following full or partial County Emergency Operation Center activation at a level equivalent to a State Emergency Operation Center level two (2) or above during the period of this Agreement, then the Recipient shall, within forty-five (45) days following the conclusion of the activation, evaluate the performance of all elements of the local emergency management program during that activation, and provide a written after action report to the Department.

Funds may not be used for items such as door prizes and gifts. Flyers and educational information to educate the public about the Emergency Management Program is allowable.

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

Within 60 days of execution of this Agreement, the Recipient shall provide copies of any new or updated ordinances in effect which expressly address emergency management, disaster preparedness, civil defense, disasters, emergencies or otherwise govern the activation of the local emergency management program provided in s.252.38, Florida Statutes.

Attachment C

Program Statutes and Regulations

1. Chapter 252, Florida Statutes
2. Rule Chapters 9G-6, 9G-11, 9G-19 and 9G-20, Florida Administrative Code
3. Chapter 215.97, Florida Statutes
4. Chapter 287, Florida Statutes
5. Chapter 119, Florida Statutes
6. Chapter 112, Florida Statutes
7. OMB Circular A-87
8. OMB Circular A-133
9. 48 CFR, Part 31

Attachment D

Reports

- A. The Recipient shall provide the Department with quarterly financial reports, semi-annual summary progress reports prepared in conjunction with the Department's Area Coordinator, and a final close-out report, all in a format to be provided by the Department.
- B. Quarterly reports shall begin with the first quarter of the Recipient's fiscal year; are due to the Department no later than thirty (30) days after the end of each quarter of the program year; and shall continue to be submitted each quarter until submission of the final close-out report. The ending dates for each quarter of this program year are December 31, March 31, June 30 and September 30.
- C. The final close-out report is due forty-five (45) days after termination of this Agreement.
- D. In addition to the above, in order to ensure compliance with Rule 9G-19.011, Florida Administrative Code, historical budgetary information relating to the Recipient's Emergency Management Program is also required. This information shall be developed based on guidelines provided by the Department and shall be submitted to the Department not later than December 31, 2003. **The Historical Information form must be prepared and signed by an official of the County's Finance Office.**
- E. In a format provided by the Department, a proposed staffing summary shall be submitted to the Department not later than December 31, 2003.
- F. If all required reports prescribed above are not provided to the Department or are not completed in a manner acceptable to the Department, the Department may withhold further payments until they are completed or may take such other action as set forth in Paragraphs (9), and Rule 9G-19.014, Florida Administrative Code. "Acceptable to the Department" means that the work product was completed in accordance with generally accepted principles, guidelines and applicable law, and is consistent with the Scope of Work.
- G. Upon reasonable notice, the Recipient shall provide such additional program updates or information as may be required by the Department.
- H. All report formats provided by the Department shall be made available to the Recipient on the Division's Internet site and a hard copy will be mailed with a fully executed copy of the Agreement.

Attachment E
Justification for Advance

Attachment F

Assurances

To the extent the following provisions apply to the award of assistance in this Agreement, as determined by the awarding agency, the Subgrantee hereby assures and certifies that:

(a) It will comply with:

(1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and

(2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.

(b) It will comply with:

(1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Subgrantee receives Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Subgrantee, this assurance shall obligate the Subgrantee, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

(2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C.: 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualified handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;

(3) Executive Order 11246 as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of

employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship;

- (c) The Subgrantee agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), where 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;
- (h) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to Section 112.313 and Section 112.3135, FS;
- (i) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Section 51 which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities;
- (j) It will comply with the provisions of 18 USC 594, 598, 600-605 (further known as the Hatch Act) which limits the political activities of employees;
- (k) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973 as amended, 42 USC 4002-4107, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;
- (l) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the "Uniform Federal Accessibility Standards," (AS) which is Appendix A to 41 CFR Section 101-19.6 for general type buildings and Appendix A to 24 CFR Part 40 for residential structures. The Subgrantee will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;

(m) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (U.S.C. 470), Executive Order 11593, 24 CFR Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (16 U.S.C. 469a-1, et seq.) by:

(1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Section 800.8) by the proposed activity; and

(2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.

(3) abiding by the terms and conditions of the **“Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Department of Community Affairs and the Advisory Council on Historic Preservation, (PA)”** which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 16 U.S.C. 470f, and implementing regulations in 36 CFR part 800.

(4) When any of Recipient’s projects funded under this Agreement may affect a historic property, as defined in 36 CFR 800.(2)(e), the Federal Emergency Management Agency (FEMA) may require Recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the **Secretary of Interior’s Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards)**, the **Secretary of the Interior’s Guidelines for Archeological Documentation (Guidelines)** (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the **Standards**, Recipient agrees to participate in consultations to develop, and, after execution by all parties, to abide by, a written agreement that establishes mitigation and recordation measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.

(5) Recipient agrees to notify FEMA and the Department if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation for footings and foundations; and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed

by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO's opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise Recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery of archeological data from the property. If Recipient is unable to avoid the archeological property, develop, in consultation with the SHPO, a treatment plan consistent with the **Guidelines** and take into account the Advisory Council on Historic Preservation (Council) publication "Treatment of Archeological Properties." Recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within 15 calendar days of receipt of the treatment plan, FEMA may direct Recipient to implement the treatment plan. If either the Council or the SHPO object, Recipient shall not proceed with the project until the objection is resolved.

(6) Recipient shall notify the Department and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify an HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. Recipient acknowledges that FEMA may require Recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may be eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. Recipient further acknowledges that FEMA may require Recipient to take all reasonable measures to avoid or minimize harm to such property until FEMA concludes consultation with the SHPO. Recipient also acknowledges that FEMA will require, and Recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

(7) Recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, Recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse affect to occur.

(n) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C.: 1681-1683 and 1685 - 1686) which prohibits discrimination on the basis of sex;

- (o) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4521-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- (p) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- (q) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C.: 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;
- (r) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the state Energy Conservation Plan adopted pursuant thereto;
- (s) It will comply with the Laboratory Animal Welfare Act of 1966, 7 U.S.C. 2131-2159, pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this agreement;
- (t) It will comply with Title VIII of the Civil Rights Act of 1968, 42 U.S.C. 2000c and 42 3601-3619, as amended, relating to non-discrimination in the sale, rental, or financing of housing, and Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or nation origin;
- (u) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7642;
- (v) It will comply with the Clean Water Act of 1977, as amended, 42 U.S.C. 7419-7626;
- (w) It will comply with the Endangered Species Act of 1973, 16 U.S.C. 1531-1544;
- (x) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4728-4763;
- (y) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 270;
- (z) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;

- (aa) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 469a, et seq;
- (bb) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;
- (cc) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j, regarding the protection of underground water sources;
- (dd) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs;
- (ee) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;
- (ff) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice);
- (gg) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3510;
- (hh) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-1464; and
- (ii) It will comply with the Fish and Wildlife Coordination Act of 1958; 16 U.S.C. 661-666.
- (jj) With respect to demolition activities, it will:
 1. Create and make available documentation sufficient to demonstrate that the Recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.
 2. Return the property to its natural state as though no improvements had ever been contained there on.

3. Furnish documentation of all qualified personnel, licences and all equipment necessary to inspect buildings located in Recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U. S. Environmental Protection Agency the Florida Department of Environmental Protection and the County Health Department.
4. Provide documentation of the inspection results for each structure to indicate:
 - a. Safety Hazards Present
 - b. Health Hazards Present
 - c. Hazardous Materials Present
5. Provide supervision over contractors or employees employed by Recipient to remove asbestos and lead from demolished or otherwise applicable structures.
6. Leave the demolished site clean, level and free of debris.
7. Notify the Department promptly of any unusual existing condition which hampers the contractors work.
8. Obtain all required permits.
9. Provide addresses and marked maps for each site where water wells or septic tanks are to be closed along with the number of wells located on each site.
10. Comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94 -163).
11. Comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act [42 U.S.C. 1857(h)], Section 508 of the Clean Water Act (33 U.S.1368), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 C.F.R. Part 15). This clause shall be added to any subcontracts.
12. Provide documentation of public notices for demolition activities.

LEE County

Emergency Management

2003 - 2004 Scope of Work

Submitted by:

David J. Sauter
Emergency Management Director

Date: 8/28/03

Approved by:

[Signature]
FDEM Area 6 Coordinator

Date: 8/28/03

LEE County
 Emergency Management
 2003 – 2004 Scope of Work

Item #	Item Description	Mid Year Review		End of Year Review	
1	Develop and maintain the capability to ensure that all functions defined in the Emergency Management Capability Assessment document can be performed as required. Correction of areas classified as deficiencies and/or areas needing improvement may be required under the Agreement independent of the County CEMP review process.	On target		On target	
		Behind target		Behind target	
		Complete		Complete	
		Not complete		Not complete	
Comments:					
2	Maintain CEMP and all associated supporting procedures, checklists, etc. necessary to ensure compliance with Rule Chapter 9G-6, Florida Administrative Code.	On target		On target	
		Behind target		Behind target	
		Complete		Complete	
		Not complete		Not complete	
Comments:					

3	<p>Training: Develop and implement a local training program. All appropriate employees funded under the Agreement are encouraged to complete at a minimum the Professional Development Series. The County Emergency Management Director shall determine which training is necessary for each employee in order to carry out his/her roles and responsibilities. The Professional Development Series of courses listed below can be completed either through attendance at a course or on line via internet. Additional personnel development training is encouraged and can be obtained through training opportunities offered during the year or by attendance at training courses offered at the Florida Emergency Preparedness Association Conference or Governors Hurricane Conference.</p> <p>(1) Principles of Emergency Management (PDS) G230 (2) Exercise Design (PDS) G120 (3) Emergency Planning (PDS) G235 (4) Decision Making in a Crisis (PDS) (5) Effective Communications (PDS) G242 (6) Developing Volunteer Resources (PDS) G244</p> <p>Documentation of training shall be maintained and must include list of training completed. The documentation shall be available for review by DEM staff as necessary.</p>	On target	On target	
		Behind target	Behind target	
		Complete	Complete	
		Not complete	Not complete	

Comments:

4	<p>Exercises. Establish and maintain a comprehensive, all hazards exercise program to test and evaluate all aspects of the local emergency management system including activation of the EOC on an annual basis. (Note: Activation of EOC can be accomplished through an exercise or actual event).</p> <ul style="list-style-type: none"> Participate in at least one full day annual statewide hurricane exercise. The Director shall determine extent of play necessary for their jurisdiction. After action reports of exercises and/or actual events shall be maintained. Exercise activity report shall be available for review by DEM staff as necessary. 	On target	On target	
		Behind target	Behind target	
		Complete	Complete	
		Not complete	Not complete	

Comments:

5	Maintain and update critical facility database. · By March of each year, update the respective county shelter database utilized by State ESF 6.	On target	On target	
		Behind target	Behind target	
		Complete	Complete	
		Not complete	Not complete	

Comments:

6	Address shelter deficit reduction strategy consistent with the statewide initiative by addressing the following issues: · Identify and prioritize for survey potential buildings that could be used as shelters. · Identify potential retrofit projects. · Report to DEM Engineering Section all retrofit projects that are undertaken. · Identify and submit shelter deficit progress reports which include retrofit and Enhanced Hurricane Protection Areas (EHPA) construction. · Coordinate with school board, community colleges and universities on EHPA projects.	On target	On target	
		Behind target	Behind target	
		Complete	Complete	
		Not complete	Not complete	

Comments:

7	Maintain and update as necessary the statewide mutual aid agreement.	On target	On target	
		Behind target	Behind target	
		Complete	Complete	
		Not complete	Not complete	

Comments:

8	Maintain the local mitigation strategy. Also, encourage local support of the Community Rating System (CRS) and map modernization activities.	On target	On target	
		Behind target	Behind target	
		Complete	Complete	
		Not complete	Not complete	

Comments:

9	Participate in area meetings conducted by the area coordinator. Participation in conference activities such as the Governors Hurricane Conference and Florida Emergency Preparedness Association Conference is encouraged and is an eligible expense under this contract.	On target	On target	
		Behind target	Behind target	
		Complete	Complete	
		Not complete	Not complete	
Comments:				
10	Support the State's Citizen Corps initiative by identifying no later than the end of the first quarter, a single point of contact at the county level, either a volunteer or paid employee for the local Citizen Corps program.	On target	On target	
		Behind target	Behind target	
		Complete	Complete	
		Not complete	Not complete	
Comments:				
11	Support the State's domestic security initiatives through participation in Regional Domestic Security Task Force meetings as necessary, participation in the Statewide Assessment program and participation in local or regionally conducted exercises related to domestic security.	On target	On target	
		Behind target	Behind target	
		Complete	Complete	
		Not complete	Not complete	
Comments:				
12	Receive a National Weather Service Storm Ready Certification for the county within the next twelve months.	On target	On target	
		Behind target	Behind target	
		Complete	Complete	
		Not complete	Not complete	
Comments:				
13	Conduct at least one meeting annually with all ESFs/ECOs identified in the local CEMP, including municipalities, to update and exchange information, update personnel listings and to coordinate other activities. Maintain record of these meetings for CEMP review, including agenda/roster and topics of discussion.	On target	On target	
		Behind target	Behind target	
		Complete	Complete	
		Not complete	Not complete	
Comments:				

14		On target	On target	
		Behind target	Behind target	
		Complete	Complete	
		Not complete	Not complete	

Comments:

15		On target	On target	
		Behind target	Behind target	
		Complete	Complete	
		Not complete	Not complete	

Comments:

16		On target	On target	
		Behind target	Behind target	
		Complete	Complete	
		Not complete	Not complete	

Comments:

17		On target	On target	
		Behind target	Behind target	
		Complete	Complete	
		Not complete	Not complete	

Comments:

18		On target	On target	
		Behind target	Behind target	
		Complete	Complete	
		Not complete	Not complete	

Comments:

Record of Review

Mid Year Review

County Emergency Management
Representative Signature

Date: _____

FDEM Division
Representative Signature

Date: _____

End of Year Review

County Emergency Management
Representative Signature

Date: _____

FDEM Division
Representative Signature

Date: _____

**LEE COUNTY EMERGENCY MANAGEMENT
PREPAREDNESS & ASSISTANCE
FIVE – YEAR STRATEGIC PLAN
FY 2004**

DATE: September 2, 2003

COUNTY REPRESENTATIVE: *David J. Saniter*

Signature: *David J. Saniter*

Date: *9/2/03*

STATE REVIEWING OFFICIAL: *Oscar Garner*

Signature: *Oscar Garner*

Date: *9/2/03*

GOAL-STRATEGY-TASK	PERCENT COMPLETE					COMMENTS	P / O / A
	0%	25%	50%	75%	100%		
GOAL 1 Reduce the county's disaster potential.							
GOAL 1 – STRATEGY 1 Annually by July of each year, maintain and update a critical/vital facility inventory that would provide essential public services during a disaster.							
GOAL 1 – STRATEGY 1 – Task 1 Annually update and submit by due date to Florida Division of Emergency Management, critical or vital facilities within Lee County that provide essential post-disaster services.		X				Contracted with SW Florida Regional Planning Council to perform services.	A/P
GOAL 1 – STRATEGY 1 – Task 2 Annually update and submit by due date a list of shelter facilities requiring structural mitigation to decrease the shelter deficit within the State of Florida.	X						A
GOAL 1 – STRATEGY 2 Continue to review Residential Developments' shelter and evacuation mitigation requirements according to the Lee County Land Development Code.	X						P
GOAL 1 – STRATEGY 3 Continue to review Comprehensive Plan Amendments to determine the impacts on the provision of hurricane evacuation routes and emergency public shelters.	X						P
GOAL 1 – STRATEGY 4 Support Intelligence Transportation System (ITS) initiatives that enhance warning information and communication capabilities during times of an emergency.							
GOAL 1 – STRATEGY 4 – Task 1 By March 2004, develop fee-in-lieu structure for evacuation mitigation option through the use of the Intelligence Transportation System.	X						P
GOAL 1 – STRATEGY 4 – Task 2 Fund ITS projects, as applicable.	X						A

GOAL-STRATEGY-TASK	PERCENT COMPLETE					COMMENTS	P / O / A
	0%	25%	50%	75%	100%		
GOAL 1 – STRATEGY 5 Mitigate hazard trees along major hurricane evacuation routes. Coordinate closely with County DOT, Environmental Services and Parks & Recreation.							
GOAL 1 – STRATEGY 5 – Task 1 Identify areas for concern along roadways and develop matrix of land ownership.	X					Contract with vendor.	A
GOAL 1 – STRATEGY 5 – Task 2 Coordinate with owner and electrical power company.	X						O
GOAL 1 – STRATEGY 5 – Task 3 Prioritize areas for pruning or removal of the hazard trees.	X						A/O
GOAL 1 – STRATEGY 5 – Task 4 Acquire funds for needed pruning or removal of the hazard trees.	X						A
GOAL 1 – STRATEGY 6 Annually provide maintenance of a federally mandated Hazardous Materials Emergency Response Plan, as required.							
GOAL 1 – STRATEGY 6 – Task 1 Provide work according to Scope of Work described within State of Florida / Lee County agreement.	X					Contract awarded to Emergency Planning Services to perform services.	O
GOAL 1 – STRATEGY 6 – Task 2 Conduct site visits and complete a hazard's analysis for 302 facilities.	X						O
GOAL 1 – STRATEGY 6 – Task 3 Collect schedule of payments for work performed according to State of Florida / Lee County agreement.	X						O
GOAL 2 Reduce the county's shelter deficit to help meet the goal of providing shelter for one out of five of the county's population at risk to a Category 3 hurricane.							
GOAL 2 – STRATEGY 1 Continue efforts to recruit County employees and volunteers and coordinate shelter training to operate shelters not meeting ARC 4496 Guidelines for storm surge.	X						O

GOAL-STRATEGY-TASK	PERCENT COMPLETE					COMMENTS	P / O / A
	0%	25%	50%	75%	100%		
GOAL 2 – STRATEGY 2 Increase or improve the number of shelter spaces available to evacuation population by completing shelter improvements (window protection, emergency power / connections, emergency water systems) to public schools or private buildings following schedule:							
Fiscal Year 2003-2004: <input type="checkbox"/> New Middle School in Lehigh Acres <input type="checkbox"/> Lee Middle School <input type="checkbox"/> Skyline Elementary School in Cape Coral <input type="checkbox"/> Bonita YMCA <input type="checkbox"/> Mariner Middle School <input type="checkbox"/> Estero Community Center							
Fiscal Year 2004-2005: <input type="checkbox"/> Riverdale High School <input type="checkbox"/> Colonial Elementary School							
Fiscal Year 2005-2006: <input type="checkbox"/> Lehigh High School <input type="checkbox"/> Sunshine Elementary							
Fiscal Year 2006-2007: <input type="checkbox"/> Littleton Elementary School <input type="checkbox"/> New School "X"							
Fiscal Year 2007-2008: <input type="checkbox"/> New School "Y" <input type="checkbox"/> New School "Z"							
GOAL 2 – STRATEGY 2 – Task 1 Obtain cost estimates to provide missile impact rated shutters, emergency power connections and/or emergency water system to the identified facilities.	X						A
GOAL 2 – STRATEGY 2 – Task 2 Evaluate cost estimates based upon established criteria for constructing shelter improvements.	X						A
GOAL 2 – STRATEGY 2 – Task 3 Determine which facilities receive funding if a shortfall exists in budgeted funds verses the improvement costs.	X						A
GOAL 2 – STRATEGY 2 – Task 4 Transfer funds from the All-Hazards Protection District Fund to the building owner to finance approved shelter improvement projects.	X						A
GOAL 2 – STRATEGY 2 – Task 5 Monitor work progress to assure project completion to established standards.	X						A

GOAL-STRATEGY-TASK	PERCENT COMPLETE					COMMENTS	P / O / A
	0%	25%	50%	75%	100%		
GOAL 2 – STRATEGY 3							
By September 2005, work with existing mobile home communities north of the Caloosahatchee River to arrange cost-sharing agreements to retrofit community/recreation centers so that they can serve as community shelters during hurricane threats.							
GOAL 2 – STRATEGY 3 – Task 1 Send letter to homeowner association (and/or owner) to determine interest.	X						O
GOAL 2 – STRATEGY 3 – Task 2 Conduct structural survey of building to determine shelter suitability.	X						O
GOAL 2 – STRATEGY 3 – Task 3 Draft and execute a cost-sharing interlocal agreement addressing the funding of improvements to suitable buildings, liability issues and shelter staffing.	X						O
GOAL 2 – STRATEGY 3 – Task 4 Obtain cost estimates to provide missile impact rated shelters and emergency power connections to the community center.	X						O
GOAL 2 – STRATEGY 3 – Task 5 Select a contractor to install equipment and monitor progress.	X						O
GOAL 2 – STRATEGY 3 – Task 6 Assist mobile home communities to establish a shelter plan for their community center, as requested.	X						P
GOAL 2 – STRATEGY 4							
Continue to evaluate public or private structures to identify facilities that could serve as emergency shelters.							
GOAL 2 – STRATEGY 4 – Task 1 Annually perform a limited number of building evaluations to assist public/private groups, agencies or organizations in the evaluation of their structure for use as a community/group shelter.	X						O
GOAL 2 – STRATEGY 4 – Task 2 Provide facility owners with an evaluation report, including structural mitigation recommendations.	X						O
GOAL 2 – STRATEGY 4 – Task 3 If applicable, draft and execute a lease agreement addressing the funding of improvements to suitable buildings, liability issues and shelter staffing.	X						O

GOAL-STRATEGY-TASK	PERCENT COMPLETE					COMMENTS	P / O / A
	0%	25%	50%	75%	100%		
GOAL 2 – STRATEGY 4 – Task 4 Obtain cost estimates to provide missile impact rated shutters and/or emergency power connections to the facility.	X						O
GOAL 2 – STRATEGY 4 – Task 5 Select a contractor to install equipment and monitor progress.	X						O
GOAL 2 – STRATEGY 4 – Task 6 Provide technical planning assistance, as requested.	X						P
GOAL 2 – STRATEGY 5 Annually each year, maintain an Emergency Public Shelter Program.							
GOAL 2 – STRATEGY 5 – Task 1 By May of each year, update and maintain critical information on emergency public shelters operated by the American Red Cross and Lee County Government.	X						O
GOAL 2 – STRATEGY 5 – Task 2 By December of each year, maintain and update County Shelter Operations Plan.	X						O
GOAL 2 – STRATEGY 5 – Task 3 By December of each year, maintain and update County People/Pet Shelter Operations Plan.	X						
GOAL 2 – STRATEGY 5 – Task 4 By due date each year, update and submit requested information to the Florida DEM on Lee County Emergency Public Shelters and Special Care Shelters.	X						O
GOAL 2 – STRATEGY 5 – Task 5 By June of each year, input shelter information onto HURREVAC computer program.	X						O
GOAL 2 – STRATEGY 5 – Task 6 As needed, coordinate updated shelter/evacuation information with local telephone directories.	X						P
GOAL 2 – STRATEGY 5 – Task 7 As required, coordinate the structural evaluation of public shelters with State DEM personnel or contractors.	X						O
GOAL 2 – STRATEGY 5 – Task 8 Annually, maintain a Volunteer Recruitment Plan addressing recruitment of County Employees, Adopt-A-Shelter Program agencies, school facility employees, and others for shelter management teams and other volunteer needs.	X						O
GOAL 2 – STRATEGY 5 – Task 9 Maintain a Volunteer and Shelter Management Team, including preliminary and refresher training for shelter manager, quarterly meetings, routine written communications (i.e. newsletter), and service.	X						O
GOAL 2 – STRATEGY 5 – Task 10 By June of each year, update the notification list for County shelter managers, shelter team members, and volunteers, including communication information and times available.	X						O

GOAL-STRATEGY-TASK	PERCENT COMPLETE					COMMENTS	P / O / A
	0%	25%	50%	75%	100%		
GOAL 2 – STRATEGY 5 – Task 11 By June of each year, coordinate and conduct site visits to shelters the County will be managing. Maintain files for each site, identifying useable space, and depicting registration, sleeping, eating, and children’s areas. The maps should also identify parking areas and restrooms.	X						O
GOAL 2 – STRATEGY 5 – Task 12 By June of each year, communicate with affected agencies regarding <u>overall sheltering plans</u> . Agencies will include School Board, Red Cross, EMS, Health Department, law enforcement, and others.	X						O
GOAL 2 – STRATEGY 5 – Task 13 By June of each year, make sure that each County emergency public shelter has a complete shelter supply kit, listing each item and maintain in a state of readiness. Procure necessary supplies, as needed.	X						O
GOAL 2 – STRATEGY 5 – Task 14 Annually update database of People with Special Needs.	X					Maintain individuals on County Special Needs List.	A/O
GOAL 2 – STRATEGY 5 – Task 15 Annually procure cots for special care centers, as required.	X						O
GOAL 2 – STRATEGY 5 – Task 16 Annually procure medical equipment and supply requirements for Special Care Centers.	X						O
GOAL 2 – STRATEGY 5 – Task 17 Annually procure equipment and supply requirements for People/Pet Shelters.	X						O
GOAL 2 – STRATEGY 5 – Task 18 Annually work with Human Resources to ensure shelter manager and other job descriptions are in place and that payment for work is in place.	X						O
GOAL 2 – STRATEGY 5 – Task 19 Annually work with the County Attorney’s Office and Risk Management to resolve shelter management issues and concerns.	X						O
GOAL 2 – STRATEGY 5 – Task 20 Annually procure and coordinate the installation of shelter, storm shelter pick-up points and evacuation routes signs, as applicable.	X						O
GOAL 3 Increase the resources needed to house the medically eligible elderly, infirm and handicapped residents.							
GOAL 3 – STRATEGY 1 By Augusts 2004, provide emergency water supply systems at Special Care Centers (Edison Learning Center).							
GOAL 3 – STRATEGY 1 – Task 1 Obtain cost estimates to provide emergency water systems to the identified facilities.	X						O

GOAL-STRATEGY-TASK	PERCENT COMPLETE					COMMENTS	P/O/A
	0%	25%	50%	75%	100%		
GOAL 3 – STRATEGY 1 – Task 2 Evaluate cost estimates based upon established criteria for providing an emergency water supply.	X						A
GOAL 3 – STRATEGY 1 – Task 3 Determine which facilities receive funding if a shortfall exists in budgeted funds verses the improvement costs.	X						A
GOAL 3 – STRATEGY 1 – Task 4 Perform work or transfer funds to the facility owner to finance approved shelter improvement projects.	X						A
GOAL 3 – STRATEGY 1 – Task 5 Monitor work progress to assure project completion to establish standards.	X						O
GOAL 4 Develop or maintain emergency plans and procedures to implement disaster response and recovery programs.							
GOAL 4 – STRATEGY 1 Update and submit required documents to the Florida Division of Emergency Management or the National Weather Service, as appropriate.							
GOAL 4 – STRATEGY 1 – Task 1 By due date of each year, update and submit to the Florida DEM the Lee County Self Assessment.	X						A
GOAL 4 – STRATEGY 1 – Task 2 By due date of each year, update and submit to the Florida DEM an updated Lee County 5-year Strategic Plan.	X						A
GOAL 4 – STRATEGY 1 – Task 3 By due date, update and submit to the National Weather Service – Tampa Office an updated StormReady re-certification application, as applicable.					X	Received StormReady Recognition 12/18/01	P
GOAL 4 – STRATEGY 1 – Task 4 Perform Scope of Work in accordance with State County Base Grant Agreement.	X						A
GOAL 4 – STRATEGY 1 – Task 5 By September 2004, submit to Florida DEM the Lee County State Accreditation Application.	X						A/P/O
GOAL 4 – STRATEGY 1 – Task 6 By March 2004, research and prepare appropriate response to Supplemental Questions for National Ranking and Evaluation in accordance with FEMA Pre-Disaster Mitigation (PDM) competitive grant program.	X						P
GOAL 4 – STRATEGY 2 Develop plans/SOG'S supporting CEMP and IMS concept of organization/operations according to the time schedule shown in the following Plan Development Matrix.							

GOAL-STRATEGY-TASK	PERCENT COMPLETE					COMMENTS	P / O / A
	0%	25%	50%	75%	100%		
GOAL 4 – STRATEGY 2 – Task 1 Annex C-9 Continuity of Operations Plan (COOP) - April 2004.	X						A/P
GOAL 4 – STRATEGY 2 – Task 2 Annex C-9 Terrorism Response Plan – April 2004.	X						A/O
GOAL 4 – STRATEGY 2 – Task 3 Annex D-7 – Public Health Response Plans – December 2003 <ul style="list-style-type: none"> • Infectious Disease Response Plan • Water, Waste Water System & Food Inspection Plan • Mental Health (Crisis Counseling) • Mass Fatalities 			X				P
GOAL 4 – STRATEGY 2 – Task 4 Annex D-10 – Air Operations Plan – December 2003.		X					O
GOAL 4 – STRATEGY 2 – Task 5 Annex D-2 – Evacuation – April 2004. SOPs One-Way Plan Pine Island Road and Sanibel Causeway.							P
GOAL 4 – STRATEGY 2 – Task 6 Amend Hazard Mitigation Plan to include the Local Mitigation Strategy (LMS).		X				Contract with SW Florida Regional Planning Council to perform services	P
GOAL 4 – STRATEGY 2 – Task 7 EOC SOP's –	X						O/P
GOAL 4 – STRATEGY 3 Enhance working relationships with the municipalities of Cape Coral, Bonita Springs, Fort Myers, Sanibel and the Town of Fort Myers Beach to assure that their emergency plans and programs are properly coordinated.							
GOAL 4 – STRATEGY 3 – Task 1 As requested, review city's emergency management program and/or plan for consistency with the county's Comprehensive Emergency Management Plan.	X						P
GOAL 4 – STRATEGY 3 – Task 2 Coordinate with each city emergency management liaison on public outreach programs within city limits.	X						P
GOAL 4 – STRATEGY 3 – Task 3 As requested, provide technical assistance to the city's emergency plan or policy development.	X						P

GOAL-STRATEGY-TASK	PERCENT COMPLETE					COMMENTS	P / O / A
	0%	25%	50%	75%	100%		
GOAL 4 – STRATEGY 3 – Task 4 As requested, provide city emergency management liaison with the County's EM computer software capabilities and the County's professional meteorological service.					X		A
GOAL 4 – STRATEGY 3 – Task 5 Review emergency preparedness plans of residential health care facilities, ambulatory surgery centers and home health care agencies and conduct site visits, as required by State Rules.	X						P
GOAL 4 – STRATEGY 3 – Task 6 Review emergency preparedness plans or SOP's, as requested.	X						P
GOAL 4 – STRATEGY 3 – Task 7 Conduct site visits and complete a hazard's analysis for 302 facilities within the city limits.	X						O
GOAL 4 – STRATEGY 3 – Task 8 Coordinate and maintain the special needs program within the city limits.	X						O
GOAL 4 – STRATEGY 3 – Task 9 Coordinate emergency public shelter use of structures within the city limits.	X						O
GOAL 4 – STRATEGY 3 – Task 10 Acquire facilities or sites for temporary use of premises during response, relief and recovery efforts (e.g., staging areas, emergency distribution points, pick-up points, multi-agency coordinating centers, disaster recovery centers and other emergency-related uses) within city limits.	X						O
GOAL 4 – STRATEGY 3 – Task 11 Provide emergency support assistance or resources during large-scale emergency incidents, as applicable.	X						A
GOAL 4 – STRATEGY 3 – Task 12 Notify city emergency management liaisons of county, state or federal emergency management training opportunities.	X						O
GOAL 4 – STRATEGY 3 – Task 13 Provide for County emergency management services, if none exist within municipal government structure.	X						A
GOAL 4 – STRATEGY 3 – Task 14 Conduct meetings with city emergency management liaisons to discuss emergency management issues.	X						A
GOAL 4 – STRATEGY 4 As required, prepare revisions to the Lee County Comprehensive Plan that support emergency management initiatives.							

GOAL-STRATEGY-TASK	PERCENT COMPLETE					COMMENTS	P/O/A
	0%	25%	50%	75%	100%		
GOAL 4 – STRATEGY 5 Annually provide plan reviews and assistance to residential health care facilities, ambulatory surgery centers and home health care agencies, according to State Rules and criteria.							
GOAL 4 – STRATEGY 5 – Task 1 Provide technical assistance to facilities requesting guidance in plan development and maintenance.	X						P
GOAL 4 – STRATEGY 5 – Task 2 Provide review and approval for emergency preparedness plans submitted.	X					Contract awarded to Emergency Planning Services to perform services.	P
GOAL 4 – STRATEGY 5 – Task 3 Conduct bi-annual facility site visits, as appropriate.	X						P
GOAL 4 – STRATEGY 5 – Task 4 Provide written notice reminding residential health care facilities, ambulatory surgery centers and home health care agencies of the annual review requirement of their emergency preparedness plan requirement.	X						P
GOAL 4 – STRATEGY 5 – Task 5 Annually schedule training sessions or workshops in reference to the development and/or annual review requirements.	X						P
GOAL 4 – STRATEGY 5 – Task 6 By March 2004, develop a fee structure to review emergency plans found deficient.							
GOAL 4 – STRATEGY 6 Improve ability to conduct assessment, recovery and restoration activities involving state and federal disaster relief agencies.							
GOAL 4 – STRATEGY 6 – Task 1 Update and maintain database of public entities and private non-profit organizations eligible for Federal Public Assistance.	X						P
GOAL 4 – STRATEGY 6 – Task 2 By July of each year, review and revise county/city or private facilities to be potentially used as FEMA Disaster Recovery Centers, as applicable.	X						O
GOAL 4 – STRATEGY 6 – Task 3 By December 2003, develop operational guidelines for supporting FEMA Disaster Recovery Centers (DRCs), including contact lists, floor plans, site and location maps, etc.	X						O
GOAL 4 – STRATEGY 7 Annually provide emergency preparedness plan reviews and technical assistance to residential and marina developments, according to Land Development and Administrative Codes.							
GOAL 4 – STRATEGY 7 – Task 1 Provide technical assistance to residential and marinas developments requesting guidance in plan development and maintenance.	X						P

GOAL-STRATEGY-TASK	PERCENT COMPLETE					COMMENTS	P / O / A
	0%	25%	50%	75%	100%		
GOAL 4 – STRATEGY 7 – Task 2 Provide review and approval to new residential and marina developments emergency preparedness plans.	X						P
GOAL 4 – STRATEGY 7 – Task 3 Provide site visits to developments, as needed.	X						P
GOAL 4 – STRATEGY 8 Sponsor or provide support to SW Florida Domestic Security Task Force initiatives.							
GOAL 4 – STRATEGY 8 – Task 1 Maintain the EDICS service agreements as per the State Contract and deploy the EDICS trailer, as requested.	X						O
GOAL 4 – STRATEGY 8 – Task 2 Maintain and deploy the Pharmaceutical trailer, as requested.	X						O
GOAL 4 – STRATEGY 8 – Task 3 Conduct EDICS training, as per State Contract.	X						O
GOAL 4 – STRATEGY 8 – Task 4 Provide primary EOC and field support to the Domestic Security Task Force, as requested.	X						P/O
GOAL 4 – STRATEGY 8 – Task 5 Participate in the State-wide Assessment program.	X						P/O
GOAL 4 – STRATEGY 8 – Task 6 Participate in local or regionally conducted exercises.	X						P/O
GOAL 5 Improve the general public's knowledge of hazards and preparedness procedures.							
GOAL 5 – STRATEGY 1 Annually maintain and conduct public outreach programs that make residents aware of their risk to hazards and protective measures they can take to protect life and property.							
GOAL 5 – STRATEGY 1 – Task 1 Identify and target groups, clubs, associations, organizations and churches within the community to conduct public outreach workshops presentations, seminars and/or EOC tours.	X						P
GOAL 5 – STRATEGY 1 – Task 2 Arrange for facilities to conduct public outreach workshops, presentations, seminars and/or EOC tours.	X						P
GOAL 5 – STRATEGY 1 – Task 3 Schedule dates, establish agenda and arrange for additional speakers, as necessary.	X						P
GOAL-STRATEGY-TASK	PERCENT COMPLETE					COMMENTS	P / O / A
	0%	25%	50%	75%	100%		

GOAL 5 – STRATEGY 1 – Task 4 Annually evaluate current hurricane awareness public information program and implement recommendations to improve coverage or content of presentation materials and locations.	X						P
GOAL 5 – STRATEGY 1 – Task 5 Promote and support PROJECT SAFESIDE in the public/private school system.	X						P
GOAL 5 – STRATEGY 1 – Task 6 Procure and distribute hazard awareness and preparedness related promotional items.	X						P
GOAL 5 – STRATEGY 1 – Task 7 Sponsor or participate in seminars, educational programs or community safety-related events to promote hazard awareness and preparedness.	X						P
GOAL 5 – STRATEGY 1 – Task 8 Procure and distribute hazard awareness and preparedness printed materials throughout the community.	X						P
GOAL 5 – STRATEGY 2 Annually review, edit, revise, combine and or procure local hazard awareness and preparedness printed materials to provide the most current and accurate information to the general public.							
GOAL 5 – STRATEGY 2 – Task 1 Hurricane Awareness Manual	X						P
GOAL 5 – STRATEGY 2 – Task 2 All-Hazards Guides 1. English 2. Spanish 3. Haitian Creole 4. German 5. French	X						P
GOAL 5 – STRATEGY 2 – Task 3 Planning For People with Special Needs.	X						P
GOAL 5 – STRATEGY 2 – Task 4 Hurricane Action Guidelines For The Business Community.	X						P
GOAL 5 – STRATEGY 2 – Task 5 Hurricane Action Guidelines For The Public Health.	X						P

GOAL-STRATEGY-TASK	PERCENT COMPLETE					COMMENTS	P / O / A
	0%	25%	50%	75%	100%		
GOAL 5 – STRATEGY 2 – Task 6 Flooding Q & A's (Flood Brochure)	X						P
GOAL 5 – STRATEGY 2 – Task 7 Storm Debris Cleanup	X						P
GOAL 5 – STRATEGY 2 – Task 8 Overview of Flood Protection Methods	X						P
GOAL 5 – STRATEGY 2 – Task 9 Storm Shelter Pick-Up Points	X						O
GOAL 5 – STRATEGY 2 – Task 10 Hurricane Preparedness for Residents of Mobile Homes, Manufactured Homes & Recreational Vehicles	X						P
GOAL 5 – STRATEGY 2 – Task 11 Lee County Emergency Public Shelters	X						P
GOAL 5 – STRATEGY 2 – Task 12 Boat Owners Guide to Hurricane Preparedness	X						P
GOAL 5 – STRATEGY 3 Develop printed material on post-disaster redevelopment issues.							
GOAL 5 – STRATEGY 3 – Task 1 By April 2004, develop post-disaster redevelopment brochure covering the following issues: <ol style="list-style-type: none"> 1. County debris removal policies; 2. County Build-back policy and insurance policies to consider; 3. County emergency permitting process; and 4. County policies on encouraging native plant species vs. exotic species. 		X					A
GOAL 5 – STRATEGY 4 Assist in periodic tests the Emergency Alert System in the Fort Myers Operational Areas.							
GOAL 5 – STRATEGY 4 – Task 1 Attend local EAS meetings and workshops, as applicable.	X						O
GOAL 5 – STRATEGY 4 – Task 2 Participate in EAS tests, as applicable.	X						O
GOAL 5 – STRATEGY 5 Annually revise pre-scripted emergency advisory and bulletin manual to reflect latest information on behavioral response.							

GOAL-STRATEGY-TASK	PERCENT COMPLETE					COMMENTS	P / O / A
	0%	25%	50%	75%	100%		
GOAL 5 – STRATEGY 5 – Task 1 Annually review scripts and determine which need revision.	X						P
GOAL 5 – STRATEGY 5 – Task 2 Revise targeted scripts and/or add announcements based on recent emergency activation experiences.	X						P
GOAL 5 – STRATEGY 5 – Task 3 By February 2004, prepared selected scripts in Spanish.		X					P
GOAL 5 – STRATEGY 6 By May of each year, hold Annual Media Workshop to inform local media outlets of updated essential hurricane evacuation/shelters information and issues.	X						P
GOAL 5 – STRATEGY 7 Enhance and maintain WEB site for the Emergency Management program.	X						O
GOAL 6 Improve public and private agency and knowledge of emergency responsibilities contained in county emergency plans and procedures.							
GOAL 6 – STRATEGY 1 Annually update and distribute the County Hazard Vulnerability Analysis to executive and administrative officials, planning organizations, and agencies having emergency responsibilities in the county’s Comprehensive Emergency Management Plan, and other agencies.							
GOAL 6 – STRATEGY 1 – Task 1 Annually update the Hazard Vulnerability Analysis to reflect latest statistics.					X	Highlighted on County EM website.	P
GOAL 6 – STRATEGY 1 – Task 2 Annually distribute analysis at seminars, workshops, presentations and meetings.	X						P
GOAL 6 – STRATEGY 2 Annually participate in local/regional emergency/disaster exercises and drills.							
GOAL 6 – STRATEGY 2 – Task 1 Participate in the annual Port Authority’s Mass Casualty Exercise.	X						O

GOAL-STRATEGY-TASK	PERCENT COMPLETE					COMMENTS	P / O / A
	0%	25%	50%	75%	100%		
GOAL 6 – STRATEGY 2 – Task 2 Participate in the annual local/regional emergency/disaster exercises and drills, as available.	X						O/P
GOAL 6 – STRATEGY 3 Annually provide Incident Command/Management System (i.e., ICS Orientation and Advanced ICS) training of county employees and EOC liaisons.							
GOAL 6 – STRATEGY 3 – Task 1 By July 2004, deliver three (3 hours) ICS Orientation training sessions. Class size is limited to 30 students.	X						O/P
GOAL 6 – STRATEGY 3 – Task 2 By July 2004, develop Advanced ICS tabletop exercise course outline.	X						O/P
GOAL 6 – STRATEGY 3 – Task 3 By August 2004, deliver three (3 hours) ADVANCED ICS training sessions. Class size is limited to 30 students.	X						O/P
GOAL 6 – STRATEGY 4 Annually provide EOC specialized training (e.g., message center, storm information hotline center, EM software programs, damage assessment and etc.)							
GOAL 6 – STRATEGY 4 – Task 1 Deliver a total of six (2 hours) training sessions.	X						O/P
GOAL 6 – STRATEGY 4 – Task 2 Maintain records of personnel trained in specific training function.	X						O
GOAL 6 – STRATEGY 5 Annually participate in the Statewide Hurricane Exercise.	X						O/P
GOAL 6 – STRATEGY 5 – Task 1 By January 2004, set exercise performance objectives.	X						O/P
GOAL 6 – STRATEGY 5 – Task 2 By February 2004, establish exercise work group, controllers and evaluators.	X						O/P
GOAL 6 – STRATEGY 5 – Task 3 By March 2004, develop Sequence of Events and Exercise Messages.	X						O/P
GOAL 6 – STRATEGY 5 – Task 4 By April 2004, notify exercise participants of exercise sequence of events.	X						O/P
GOAL 6 – STRATEGY 5 – Task 5 Conduct any necessary pre-exercise briefings.	X						O/P
GOAL 6 – STRATEGY 5 – Task 6 Conduct exercise(s), schedule and conduct exercise evaluation.	X						O/P
GOAL 7 Improve emergency operation response capability to a variety of hazards posing a threat to the public's safety.							

GOAL-STRATEGY-TASK	PERCENT COMPLETE					COMMENTS	P/O/A
	0%	25%	50%	75%	100%		
GOAL 7 – STRATEGY 1 Annually maintain or expand the response capabilities of local emergency management.							
GOAL 7 – STRATEGY 1 – Task 1 Annually procure a supply of sandbags. A total 100,000 sandbag supply be available for protective/response measures.					X		O
GOAL 7 – STRATEGY 1 – Task 2 Procure truckloads of sand and rock by outside vendor, when needed.	X						O
GOAL 7 – STRATEGY 1 – Task 3 Annually provide sandbags and sand to strategic locations for protective measures.	X					Work with Fire Districts, County/City Parks Departments and city EM liaisons to designate locations and operating procedures.	O
GOAL 7 – STRATEGY 1 – Task 4 Annually retain a paging service for EM staff and EOC liaisons.					X	Contract awarded to Verizon.	O
GOAL 7 – STRATEGY 1 – Task 5 Annually retain cellular phone/radio/text service for EM staff.					X	Contract awarded to Nextel.	O
GOAL 7 – STRATEGY 1 – Task 6 Annually retain a cellular telephone service for EM vehicles, etc.					X	Contract awarded to AT & T Wireless Service.	O
GOAL 7 – STRATEGY 1 – Task 7 Annually procure supplies to provide all EOC staff/liasons and volunteers with a photo identification badge.	X						O
GOAL 7 – STRATEGY 1 – Task 8 Annually retain satellite telephone service for EOC and Geographic Divisions.					X	Contract awarded to Liberty Communications, Inc.	O
GOAL 7 – STRATEGY 1 – Task 9 Annually retain DISASTER RECOVERY service provider agreements.					X	Contract awarded to: <ul style="list-style-type: none"> • Crowder/Gulf Joint Venture • DRC, Inc. 	O
GOAL 7 – STRATEGY 1 – Task 10 Annually retain EMERGENCY CLEARANCE of ROADS & STREETS service provider agreements.					X	Contract awarded to: <ul style="list-style-type: none"> • Waste Management Inc. of Florida • Milestone Industries, Inc. • Ecosystem Technologist, Inc. • DRC, Inc. • Forestry Resources Inc. 	O

GOAL-STRATEGY-TASK	PERCENT COMPLETE				COMMENTS	P/O/A
	0%	25%	50%	75%		
GOAL 7 – STRATEGY 1 – Task 11 Annually retain DEBRIS MONITORING service provider agreements.	X				Contract awarded to:	O
GOAL 7 – STRATEGY 1 – Task 12 Annually retain SPECIAL NEEDS TRANSPORTATION service provider agreement.	X					O
GOAL 7 – STRATEGY 1 – Task 13 Annually retain the professional PLANNING SERVICES to provide emergency preparedness plan reviews of residential health care facilities, ambulatory surgery centers and home health care agencies according to State Rules and criteria.				X	Contract awarded to emergency Planning Services.	P
GOAL 7 – STRATEGY 1 – Task 14 Annually retain the professional PLANNING SERVICES to provide assistance in the maintenance of the Lee County Hazardous Materials Emergency Response Plan.				X	Contract awarded to emergency Planning Services.	O
GOAL 7 – STRATEGY 1 – Task 15 Annually procure replacement of oil spill boom and absorbent pads at strategic locations for response and protective measures, as needed.	X					O
GOAL 7 – STRATEGY 1 – Task 16 Annually retain the services of a FAX Broadcast capability. Faxing capabilities are 672 faxes/minute or 34,559 faxes/hour and 100,000 e-mails/minute, when needed.	X					P
GOAL 7 – STRATEGY 1 – Task 17 Annually retain the professional services of SPANISH and HAITIAN CREOLE translators, when needed.				X	Contract awarded to Catholic Charities for translation services for Spanish and Haitian Creole.	P
GOAL 7 – STRATEGY 1 – Task 18 Annually retain the professional services for EMERGENCY ON-CALL telephone operators (English/Spanish/German), when needed.	X					P
GOAL 7 – STRATEGY 1 – Task 19 Annually retain the professional services for EMERGENCY TELEPHONE NOTIFICATION CALLOUT SYSTEM, when needed.				X	Contract awarded to Dialogic Communications	O
GOAL 7 – STRATEGY 1 – Task 20 Annually retain a TEMPORARY EMPLOYMENT SERVICES to acquire needed individuals to perform specific duties, when needed.				X	Contract awarded to Remedy Temporary Services and Kelly Services	O
GOAL 7 – STRATEGY 1 – Task 21 Annually retain contract(s) or arrangements with vendors for portable generators, when required.	X				Pre-identified needs.	O
GOAL 7 – STRATEGY 1 – Task 22 Annually retain arrangements with vendors for port-a-lets.				X	Arrangements with Suncoast Portable Toilet Company and JW Craft, Inc.	O

GOAL-STRATEGY-TASK	PERCENT COMPLETE					COMMENTS	P/O/A
	0%	25%	50%	75%	100%		
GOAL 7 – STRATEGY 1 – Task 23 Annually retain arrangements with vendors for delivery of unleaded gasoline and diesel fuel to field operations, when required.					X	Procured unleaded/diesel portable tanker. Arrangements with Striecher	O
GOAL 7 – STRATEGY 1 – Task 24 Annually retain the professional METEOROLOGICAL SERVICES for County EOC and city EM programs.					X	Contract awarded to Impact Weather of Universal Weather.	P
GOAL 7 – STRATEGY 1 – Task 25 Annually procure emergency-type meals for Activated EOC for one (1) day @ staffing level of 150 people.	X						O
GOAL 7 – STRATEGY 1 – Task 26 Annually retain the professional HAZARDOUS MATERIALS RESPONSE SERVICES, as required.					X	Contract awarded to City of Fort Myers Fire Department.	O
GOAL 7 – STRATEGY 1 – Task 27 Annually evaluate lightning protection and make needed improvements on EOC equipment and buildings, as required.	X					Lightning protection system developed by Lightning Master	O
GOAL 7 – STRATEGY 2 Upgrade or expand EOC computer software and/or hardware capabilities.							
GOAL 7 – STRATEGY 2 – Task 1 Annually replace computer monitors in Situation Room, as needed.	X						O
GOAL 7 – STRATEGY 2 – Task 2 Annually enhance EM software capabilities, as needed.					X		O
GOAL 7 – STRATEGY 2 – Task 3 Annually upgrade software/hardware in EOC computer/monitors, as required.	X						O
GOAL 7 – STRATEGY 2 – Task 4 Acquire enhancements to the existing Debris Prediction Model..	X						A
GOAL 7 – STRATEGY 2 – Task 5 Annually retain maintenance service contracts for EM related computer programs, as needed.	X						O/P
GOAL 7 – STRATEGY 3 Maintain and update the emergency telephone notification system (DCC), software and database.							
GOAL 7 – STRATEGY 3 – Task 1 Continue to hold monthly User Group meetings and develop protocol for use.	X						O
GOAL 7 – STRATEGY 3 – Task 2 Annually acquire services and upgrade equipment as required.	X					Dialogic Communications Corporation	O

GOAL-STRATEGY-TASK	PERCENT COMPLETE					COMMENTS	P / O / A
	0%	25%	50%	75%	100%		
GOAL 7 – STRATEGY 3 – Task 3 Develop and maintain groups of special populations: 1) People with Special Needs 2) Mobile Home/Manufactured Homes/RV Residential Communities 3) Repetitive Flooded Areas.	X						O
GOAL 7 – STRATEGY 3 – Task 4 Test equipment for operability on a scheduled basis.	X						O
GOAL 7 – STRATEGY 4 Enhance information dissemination and develop on-site EOC capabilities to use the cable systems to warn and inform citizens during emergency.							
GOAL 7 – STRATEGY 4 – Task 1 Annually update or develop video scripts, displays and other public information materials to use in conveying emergency public information and instructions.	X						P
GOAL 7 – STRATEGY 4 – Task 2 Produce local TV spots (text/audio) to promote printed All-Hazards Guides availability through local spots in English, Spanish, German Haitian Creole, French and Sign languages.	X						P
GOAL 7 – STRATEGY 4 – Task 3 Produce local TV spots (text/audio) to promote Hurricane Preparedness in English, Spanish, German Haitian Creole, French and Sign languages.	X						P
GOAL 7 – STRATEGY 5 By April 2005, procure a Special Response Unit vehicle, customized to fit multi-disciplined emergency response missions.							
GOAL 7 – STRATEGY 5 – Task 1 Procure required radios with equipment.	X						A/O
GOAL 7 – STRATEGY 5 – Task 2 Paint the exterior of the vehicle in the same manner as other response vehicles.	X						A/O
GOAL 7 – STRATEGY 5 – Task 3 Procure/Install docking station.	X						A/O
GOAL 7 – STRATEGY 5 – Task 4 Procure/Install AVL System.	X						A/O
GOAL 7 – STRATEGY 5 – Task 5 Procure/Install phones as requires.	X						A/O
GOAL 7 – STRATEGY 5 – Task 6 Procure/Install fax/copy machine.	X						A/O

GOAL-STRATEGY-TASK	PERCENT COMPLETE					COMMENTS	P/O/A
	0%	25%	50%	75%	100%		
GOAL 7 – STRATEGY 5 – Task 7 Procure TRP 1000 Interoperability System.					X		A/O
GOAL 7 – STRATEGY 5 – Task 8 Procure UHF mobile radios.	X						A/O
GOAL 7 – STRATEGY 5 – Task 9 Procure VHF mobile radios.	X						A/O
GOAL 7 – STRATEGY 6 By September 2004, upgrade EM response vehicles.							
GOAL 7 – STRATEGY 6 – Task 1 Procure/Install street pilot for all EM vehicles.	X						O
GOAL 7 – STRATEGY 6 – Task 2 Procure trunk storage box for EM Administrative vehicle.	X						O
GOAL 7 – STRATEGY 7 Replace or maintain vehicles and equipment in an operational manner.							
GOAL 7 – STRATEGY 7 – Task 1 Exercise equipment once a week.	X						O
GOAL 7 – STRATEGY 7 – Task 2 Ensure all equipment is operationally checked on a weekly basis.	X						O
GOAL 7 – STRATEGY 7 – Task 3 Ensure all scheduled maintenance is performed.	X						O
GOAL 7 – STRATEGY 7 – Task 4 Replace Suburban vehicle, when required.	X						O
GOAL 7 – STRATEGY 7 – Task 5 Annually procure EM decals for vehicles and equipment, as needed.	X						O
GOAL 8 Provide sufficient resources to implement policies and procedures contained in emergency response and recovery plans.							
GOAL 8 – STRATEGY 1 Continue to recruit volunteers, hire part-time employees or student interns for the Emergency Management Program to assist in Program requirements.							
GOAL 8 – STRATEGY 1 – Task 1 Recruit volunteers, track volunteer hours and hold quarterly training meetings.	X						O
GOAL 8 – STRATEGY 1 – Task 2 Quarterly, publish and distribute an EM newsletter.	X						O
GOAL 8 – STRATEGY 1 – Task 3 Encourage training opportunities for EM volunteers.	X						O

GOAL-STRATEGY-TASK	PERCENT COMPLETE				P/O/A	
	0%	25%	50%	75%		100%
GOAL 8 - STRATEGY 1 - Task 4 By January 2004, develop a volunteer recognition program.	X					O
GOAL 8 - STRATEGY 1 - Task 5 Annually procure EM Volunteer Recognition items based upon number of volunteered hours.	X					O
GOAL 8 - STRATEGY 1 - Task 6 Annually work with the County Human Resources, Attorney's office and Risk Management to resolve volunteer management issues and concerns.	X					O
GOAL 8 - STRATEGY 1 - Task 7 When available, interview and hire student interns to assist in the performance of emergency management work activities.	X					O
GOAL 8 - STRATEGY 2 Annually review of resource information and make changes as needed.						
GOAL 8 - STRATEGY 2 - Task 1 Annually organize and prepare the database to implement resource identification.	X					O
GOAL 8 - STRATEGY 2 - Task 2 By August of each year, update the Disaster Equipment Manual.	X					O
GOAL 8 - STRATEGY 2 - Task 3 By September of each year, update critical information on potential temporary housing sites.	X					A
GOAL 8 - STRATEGY 2 - Task 4 By April of each year, update fax groups, including fax press, blast fax, to insure public agencies and business interests receive advisories concerning severe weather.	X					A
GOAL 8 - STRATEGY 2 - Task 5 By April and September of each year, update Confidential Resource Directory to insure public and private liaisons are easily reachable by either their office, home or alternate (pagers or cell phone) telephone numbers.	X					A
GOAL 8 - STRATEGY 3 Continue to coordinate with the Lee County Private Business Sector to form an emergency management partnership program.						
GOAL 8 - STRATEGY 3 - Task 1 Schedule and coordinate monthly meetings of Business Disaster Preparedness Council.	X					P
GOAL 8 - STRATEGY 3 - Task 2 Provide support to projects or programs in educating and preparing the business community for major emergencies.	X					P

GOAL-STRATEGY-TASK	PERCENT COMPLETE					COMMENTS	P/O/A
	0%	25%	50%	75%	100%		
GOAL 8 – STRATEGY 4							
Support or develop Community Emergency Response Team (CERT) training to all Geographic Divisions. The purpose for these CERTs is to augment initial impact assessment and basic rescue response to major and catastrophic disasters.							
GOAL 8 – STRATEGY 4 – Task 1	X						O
Coordinate and/or support CERT instructors and training supplies, as applicable.							
GOAL 8 – STRATEGY 4 – Task 2	X						O
Acquire funding or fund the procurement of CERT kits, as applicable.							
GOAL 8 – STRATEGY 5							
Continue to coordinate with the volunteer organizations and programs of government entities to establish and maintain Citizens Corps Council within Lee County.							
GOAL 8 – STRATEGY 5 – Task 1	X						O
Schedule and coordinate meetings of the Citizen Corps Council.							
GOAL 8 – STRATEGY 5 – Task 2	X						O
Provide support to projects or programs in focusing volunteer resources in an major emergency or disaster.							
GOAL 8 – STRATEGY 5 – Task 3							
Annually fund Citizen Corps Council website.							
GOAL 8 – STRATEGY 6							
Continue support of local, state and national emergency-relief organizations and groups.							
GOAL 8 – STRATEGY 6 – Task 1	X						O
Coordinate with and support national and state disaster relief organizations (e.g., American Red Cross, Salvation Army, Radio Amateur Civil Emergency Services, Florida Interfaith/Interagency Network in Disaster, Civil Air Patrol, etc.).							
GOAL 8 – STRATEGY 7 – Task 2	X						O/P
Provide support and assistance to local disaster preparedness group initiatives (e.g., Clergy Disaster Team (CDT), Business Disaster Preparedness Council, Animal Disaster Preparedness Response Effort (ADPRE), Critical Incident Stress Management Team of Lee County, Search & Rescue Teams and etc.).							
GOAL 8 – STRATEGY 8							
Improve the county's volunteers and donations sectors' protocols and procedures.							
GOAL 8 – STRATEGY 8 – Task 1	X						O
By June 2004, develop procedures and protocols for processing and assigning volunteers.							
GOAL 8 – STRATEGY 8 – Task 2	X						O
By May 2004, develop procedures and protocols for receiving and processing sorted and unsorted donated goods.							
GOAL 8 – STRATEGY 8 – Task 3	X						O
As required, re-supply contents of multi-use supply kits for the Relief Center (Lee Civic Center).							

GOAL-STRATEGY-TASK	PERCENT COMPLETE				P / O / A
	0%	25%	50%	75%	
GOAL 8 – STRATEGY 9 Enhance plans and procedures at the Lee County Response Staging area operations.					
GOAL 8 – STRATEGY 9 – Task 1 As required, re-supply contents of multi-use supply kits for the Response Staging Area (Lee County Sports Complex).	X				
GOAL 8 – STRATEGY 10 Improve the county's designated staging areas (SAs) for emergency response equipment, emergency distribution points (EDPs), storm shelter pick-up points (PUPs), debris monitoring points (DMPs), and multi-agency coordinating centers (MACCs).					
GOAL 8 – STRATEGY 10 – Task 1 Annually seek permission (or revise agreements when necessary) with the public or private sector to use real estate or other premises for emergency response, relief and recovery efforts.	X				
GOAL 8 – STRATEGY 10 – Task 2 By June 2004, develop database of county's designated sites and facilities.	X				
GOAL 8 – STRATEGY 10 – Task 3 By July 2004, develop procedures and protocols for operating a staging area (SA).	X				
GOAL 8 – STRATEGY 10 – Task 4 By July 2004, develop procedures and protocols for operating an emergency distribution point (EDP).	X				
GOAL 8 – STRATEGY 10 – Task 5 By January 2004, develop procedures and protocols for operating a multi-agency coordinating center (MACC).	X				
GOAL 8 – STRATEGY 10 – Task 6 By March 2004, develop procedures and protocols for operating a Debris Monitoring Point (DMP).	X				
GOAL 8 – STRATEGY 10 – Task 7 By March 2004, develop procedures and protocols for operating the Storm Shelter Pick-Up Point (PUPs).	X				
GOAL 8 – STRATEGY 10 – Task 8 By June 2004 identify list of contents needed to support the activities at an emergency distribution point (EDP), debris monitoring point (DMP) and Staging Area (SA).	X				
GOAL 8 – STRATEGY 10 – Task 9 By August 2004, procure the contents of multi-use supply kits for the operations of Emergency Distribution Points (EDPs), Debris Monitoring Points (DMPs), and Staging Areas (SAs).	X				

GOAL-STRATEGY-TASK	PERCENT COMPLETE					COMMENTS	P / O / A
	0%	25%	50%	75%	100%		
GOAL 8 – STRATEGY 10 – Task 10 By May 2004, identify the emergency communication requirements at designated emergency distribution points (EDPs), staging areas (SAs) and debris monitoring points (DMPs).	X						O
GOAL 8 – STRATEGY 10 – Task 11 By October 2005, procure satellite phone capabilities, one for each of the Multi-Agency Coordinating Centers (MACCs).	X						O
GOAL 8 – STRATEGY 11 Continue to support and enhance staff development in providing emergency Management training opportunities.							
GOAL 8 – STRATEGY 11 – Task 1 Annually support the Florida Division of Emergency Management and the Federal Emergency Management Agency training program and courses for emergency management personnel.	X						O/P
GOAL 8 – STRATEGY 11 – Task 2 Annually support staff development-training courses related to emergency management and general management.	X						O/P
GOAL 9 Upgrade the Lee County Emergency Operations Center to improve response/recovery during emergencies and disasters.							
GOAL 9 – STRATEGY 1 By September 2004, complete enhancements to the Lee County EOC to improve operational readiness, security, communications and response availability.							
GOAL 9 – STRATEGY 1 – Task 1 Procure lectern with mike holders.	X						O
GOAL 9 – STRATEGY 1 – Task 2 Procure whiteboard/tackboard tracking system for Situation Room.	X						O
GOAL 9 – STRATEGY 1 – Task 3 Procure two (2) Mobile A-Frame whiteboards for Situation Room.	X						O
GOAL 9 – STRATEGY 1 – Task 4 Procure Goretex rain suits for EM staff.	X						O
GOAL 9 – STRATEGY 1 – Task 5 Procure inflatable tent for deployment with the SRU-1 or SRU-2.	X						O
GOAL 9 – STRATEGY 1 – Task 6 Procure workstation(s) for receptionist and secretary staff, as needed.	X						O
GOAL 9 – STRATEGY 1 – Task 7 Procure one (1) portable video camera.	X						O
GOAL 9 – STRATEGY 2 Maintain EOC Building and equipment in a state of operational readiness.							

GOAL-STRATEGY-TASK	PERCENT COMPLETE					COMMENTS	P / O / A
	0%	25%	50%	75%	100%		
GOAL 9 – STRATEGY 2 – Task 1 By September 2004, develop checklist of EOC continual maintenance and scheduled repairs to be used for EOC building maintenance and repair.	X						O
GOAL 9 – STRATEGY 2 – Task 2 On a continuing basis, ensure that all EOC building and equipment repair needs are met.	X						O
GOAL 9 – STRATEGY 2 – Task 3 Annually retain arrangements for maintenance service for EOC fire alarm.					X	Arrangements with Fyr Fyter	O
GOAL 9 – STRATEGY 2 – Task 4 By June of each year, procure annual service for fire extinguishing capability throughout the EOC, emergency management vehicles and emergency generators.	X					Contract awarded to Fyr Fyter	O
GOAL 9 – STRATEGY 2 – Task 5 Annually retain a lawn maintenance service contractor.					X	Contract awarded to P&T Lawn and Tractor Service	O
GOAL 9 – STRATEGY 2 – Task 6 Annually retain maintenance service on the EOC UPS.					X	Arrangements w/County Utilities. Sub-Contractor if required.	O
GOAL 9 – STRATEGY 2 – Task 7 Annually retain maintenance service on the EOC generator.					X	Arrangements w/County Utilities. Contract awarded to Detroit Diesel.	O
GOAL 9 – STRATEGY 2 – Task 8 Annually retain maintenance service on the EOC front gate.					X	Arrangements with Action Door	O
GOAL 9 – STRATEGY 2 – Task 9 Annually retain arrangements for food services during EOC activation.					X	Arrangements with Lee Memorial Health Systems and Farmer's Market Restaurant	O
GOAL 9 – STRATEGY 2 – Task 10 Annually retain a janitorial/custodial service contractor.					X	Contract awarded Melissa Miles	O
GOAL 9 – STRATEGY 2 – Task 11 Annually retain service agreements with vendors for office equipment (e.g., fax machine, image scanner/copy machine, etc.).					X	Contract awarded IKON Office Solutions for image scanner/copy machine	O
GOAL 9 – STRATEGY 2 – Task 12 Annually retain service contract for bottle water.					X	Contract awarded to Zephyrhills Natural Spring Water	O

GOAL-STRATEGY-TASK	PERCENT COMPLETE					COMMENTS	P / O / A
	0%	25%	50%	75%	100%		
GOAL 9 – STRATEGY 2 – Task 13 Annually retain service contract for vending machines.					X	Contract awarded to DEMKO Vending, Inc.	O
GOAL 9 – STRATEGY 2 – Task 14 Annually retain propane fuel agreement with vendor for EOC generator.					X	Contract awarded to Amerigas Propane LP	O
GOAL 9 – STRATEGY 2 – Task 15 Annually retain service arrangements with vendor for audio-visual equipment, as needed.					X	Arrangements with Fort Myers Satellite Service	O
GOAL 9 – STRATEGY 2 – Task 16 Annually retain TV cable service with vendor.					X	Arrangements with Direct TV Cable	O
GOAL 9 – STRATEGY 2 – Task 17 Annually retain service arrangements with vendor for close-circuit cameras, as needed.					X	Arrangements with Custom Integration Specialists	O
GOAL 9 – STRATEGY 2 – Task 18 On a continuing basis, ensure that EOC emergency water supply and chlorinator is operational.	X					License renewal. Emergency water supply tested monthly by Public Health Department.	O
GOAL 9 – STRATEGY 2 – Task 19 By June 2004, procure flood proof all EOC.	X						O
GOAL 9 – STRATEGY 2 – Task 20 Annually procure/install signs for EOC, as needed.	X						O
GOAL 9 – STRATEGY 2 – Task 21 By March 2004, procure replacement of EOC generator.	X						O
GOAL 9 – STRATEGY 2 – Task 22 Replace chairs in Situation Room as needed	X						O
GOAL 9 – STRATEGY 2 – Task 23 Install overhead projector in Situation Room.	X						O
GOAL 9 – STRATEGY 2 – Task 24 Improve overhead lighting in the Situation Room.	X						O
GOAL 9 – STRATEGY 2 – Task 25 Procure four (4) laptops for Message Center.	X						O