

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**AGENDA ITEM SUMMARY**

Meeting Date: August 18, 2009                     **Consent**     **Regular**  
     **Ordinance**    **Public Hearing**

**Department**

**Submitted By:**     PUBLIC SAFETY  
**Submitted For:**     EMERGENCY MANAGEMENT

**I. EXECUTIVE BRIEF**

**Motion and Title:** Staff recommends motion to: **A) Receive and file** an executed modification to the agreement with State of Florida, Division of Emergency Management to increase the Emergency Management Performance Grant (EMPG) funds in the amount of \$197,942 for a total of \$296,668; **and B) Approve** an upward budget amendment of \$86,668 in the Emergency Management Grant Fund to adjust grant budget.

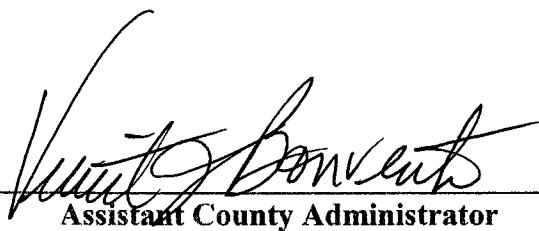
**Summary:** This is an annual federal grant that the Division of Emergency Management receives to enhance emergency management operations of the County. The grant will be used to further enhance emergency planning, response, mitigation and recovery in the County. This modification increases the federal grant award to \$197,942 or \$92,942 more than prior years. The federal portion of the agreement will have until June 30, 2010 to be expended. The State portion of \$98,726 to be expended by September 30, 2009 remains unchanged. Resolution R2006-0401 authorizes the County Administrator or his designee to execute grant contracts with Florida Department of Community Affairs. **A dollar for dollar County in-kind match is required by the grant and included in the County budget. Countywide (GB)**

**Background and Policy Issues:** The Emergency Management Preparedness and Assistance Program grant is intended to enhance county emergency management plans and programs that are consistent with the State Comprehensive Emergency Management Plan and Program.

**Attachments:**

1. Executed Modification
2. Budget Amendment (1428)
3. Execute Grant Agreement

**Recommended and Approved:**

  
 Assistant County Administrator

8/10/09  
 Date

**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact**

Fiscal Years	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>
Capital Expenditures					
Operating Costs	395,884				
External Revenues	(197,942)				
Program Income (County)					
In-Kind Match (County)	(197,942)				
Net Fiscal Impact	0				
# ADDITIONAL FTE POSITIONS (Cumulative)	0				

Is Item Included In Current Budget? Yes \_\_\_ No X  
 Budget Account No.: Fund 1428 Department 662 Unit 5233 Object var Program  
 Revenue: Fund 1428 Department 662 Unit 5240 Rev Source 3128

**B. Recommended Sources of Funds/Summary of Fiscal Impact:**

Federal EMPG grant of \$197,942 will be used to enhance County's emergency management plans and procedures. County in-kind match of \$197,942 will come from existing Emergency Management ad valorem budget.

**C. Departmental Fiscal Review:**

*Eugene J. Williams*

**III. REVIEW COMMENTS**

**A. OFMB Fiscal and/or Contract Dev. and Control Comments:**

*[Signature]* 8/12/09  
 OFMB  
*[Signature]* 8/12/09  
 Contract Administration

**B. Legal Sufficiency:**

*[Signature]* 8/13/09  
 Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

This summary is not to be used as a basis for payment.



STATE OF FLORIDA

# DIVISION OF EMERGENCY MANAGEMENT

CHARLIE CRIST  
Governor

RUBEN D. ALMAGUER  
Interim Director

June 22, 2009

JUL - 1 2009

**CERTIFIED MAIL  
RETURN RECEIPT REQUESTED**

Palm Beach County Emergency Management  
20 South Military Trail  
West Palm Beach, Florida 33415  
Attn: Charles Tear

Re: AWARD Letter  
Agreement # 09-BG-03-10-60-10-244

Dear Mr. Tear,

In accordance with Paragraph 17(d) of the above reference Agreement, this award Letter serves as a legal modification to your Base Grant Agreement. This Award Letter provides Federal funds to your County in the amount of \$197,942.

**These funds continue to require a dollar for dollar non-federal match. Please ensure that your County can provide the required additional match before accepting these funds.**

This Award letter increases your County's total amount of funding under this Agreement to \$296,668. You must return the attached budget form (Attachment A-1) showing the anticipated expenditure of the Federal funds. All other terms and conditions of the Agreement shall remain in full force and effect. **Please make this a part of your Agreement File.**

Should the County not wish to accept these additional funds, then the County must provide notice to the Division within thirty (30) days of receipt of this Award Letter. **Otherwise the County shall provide to the Division its written notice of acceptance within forty-five (45) days of receipt of the Award Letter.** In accordance with Paragraph 17(d) of the above referenced Agreement, the terms of this Agreement shall be considered to have been modified to include the additional funds upon receipt by the Division of the written notice of acceptance.

It is important to note that in previous years' agreements, both the state Emergency Management Preparedness and Assistance (EMPA) and federal Emergency Management Performance Grant (EMPG) portions of the Agreement would have ended on September 30 of that year.

Under this year's modification, the EMPG portion of this Agreement in the amount of \$197,942 will have until June 30, 2010 to be expended. The remaining EMPA portion of this Agreement must be expended on or before September 30, 2009.

You may indicate your acceptance of these funds by signing and returning this Award Letter with the attached budget page to Donald Kunish, Florida Division of Emergency Management, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100.

Respectfully,



Ruben D. Almaguer, Interim Director  
Division of Emergency Management

RDA/

Attachment

.....  
I accept the additional funds and agree to all terms and conditions as set forth in the EMPA Base Grant Agreement.

County: Palm Beach

Authorized Official: 

Title: Asst. County Administrator/Director

Date: 7/21/09

Attachment A-1

Budget

The anticipated expenditures for the Categories listed below are for the Emergency Management Preparedness and Assistance (EMPG) Federal portion of this subgrant only (Paragraph (17)(a), FUNDING/ CONSIDERATION).

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<u>Category</u>	<u>Anticipated Expenditure Amount</u>
Salaries/Fringe Benefits	\$ _____
Other Personal Services	\$ <u>143,640.00</u>
Expenses	\$ <u>54,302.00</u>
Operating Capital Outlay	\$ _____
Fixed Capital Outlay	\$ _____
Management & Admin. Costs (Not to exceed 2.5%)	\$ _____
<b>Total Federal Funds</b>	<b>\$ <u>197,942.00</u></b>

County: Palm Beach

Agreement No: 09-BG-03-10-60-10-244

**REVISED EXHIBIT 1**

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

**Federal Program \$197,942                      CFDA: 97.042**

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

Chapter 252, Florida Statutes  
Rule Chapters 9G-6, 9G-11, and 9G-19, Florida Administrative Code  
44 CFR, (Code of Federal Regulations) Part 13 (Common Rule)  
44 CFR, Part 302  
OMB Circular A-87 and A-133  
48 CFR, Part 31

**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: Division of Emergency Management**

**Catalog of State Financial Assistance Title: Emergency Management Programs**

**Catalog of State Financial Assistance Number: 52008**

**State Grant Amount: \$101,573 (minus deduction of \$2,847 mos. satellite service)**

**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.**

BOARD OF COUNTY COMMISSIONERS  
 PALM BEACH COUNTY, FLORIDA  
 BUDGET AMENDMENT

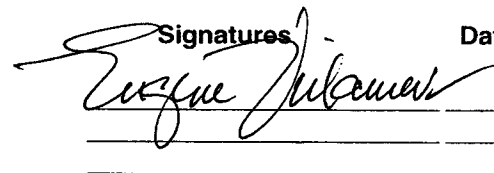
BGEX - 662- 0714090000000002068- 1-  
 BGRV - 662- 0714090000000000727- 1

FUND 1428 - Em Preparedness & Assistance

Use this form to provide budget for items not anticipated in the budget.

ACCT.NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED	REMAINING BALANCE
<b>Revenue</b>								
1428-662-5233-3429	State Grnt Other Public Safety		105,000		6,274	98,726		
1428-662-5240-3128	Fed Grnt Indirect-Public Safety		105,000	92,942		197,942		
	<b>Total Revenue and Balance</b>	<b>210,000</b>	<b>210,000</b>	<b>92,942</b>	<b>6,274</b>	<b>296,668</b>		
<b>Expense</b>								
1428-662-5233-1201	Salaries & Wages Reg		38,313	14,700		53,013		
1428-662-5233-3401	Other Contractual Services		0	16,169		16,169		
1428-662-5233-3421	Contractual Servc-Training		0	1,841		1,841		
1428-662-5233-4703	Graphics Charges		35,001		35,001	0		
1428-662-5233-5111	Office Furniture and Equipment		34,176		34,176	0		
1428-662-5233-5113	Radio Equipment/Installation		501		501	0		
1428-662-5233-5121	Data Processing Software Accessres		35,886		26,558	9,328		
1428-662-5233-5201	Materials/Supplies Operating		25,083		25,083	0		
1428-662-5233-6405	Data Processing Equipment		24,780		22,665	2,115		
1428-662-5240-3401	Other Contractual Services		0	143,640		143,640		
1428-662-5240-3421	Contractual Servc-Training		0	33,333		33,333		
1428-662-5240-5121	Data Processing Software Accessres		0	5,083		5,083		
1428-662-5240-5201	Materials/Supplies Operating		0	15,886		15,886		
	<b>Total Appropriation and Expenditures</b>	<b>210,000</b>	<b>210,000</b>	<b>230,652</b>	<b>143,984</b>	<b>296,668</b>		

**PUBLIC SAFETY ADMINISTRATION**  
 INITIATING DEPARTMENT/DIVISION  
 Administration/Budget Department Approval  
 OFMB Department - Posted

Signatures \_\_\_\_\_ Date 7/20/09  


By Board of County Commissioners  
 At Meeting of 8/18/2009  
 Deputy Clerk to the  
 Board of County Commissioners



D111 62618

FEB 2 2009

STATE OF FLORIDA

**DIVISION OF EMERGENCY MANAGEMENT**CHARLIE CRIST  
GovernorW. CRAIG FUGATE  
Director

January 28, 2009

**Certified Mail**Palm Beach County Emergency Management  
20 South Military Trail  
West palm Beach, Florida 33415  
Attn: Charles Tear

Ref: 09-BG-03-10-60-01-244

Dear Mr. Tear,

Enclosed is a fully executed copy of the 2008-09 Emergency Management Preparedness and Assistance Program Base Grant Agreement between your county and the Division of Emergency Management.

Please read Paragraph 14, Subcontracts carefully. Your county may subcontract for services with these funds; however, the agreement contains specific requirements. It is imperative that this position be followed.

Financial Reports/Reimbursement Requests: When submitting the required quarterly reports to this Division, be certain to use the enclosed Financial Report/Reimbursement Request forms. Claims not submitted on the proper form cannot be processed and **will be returned to the County for correction**. Deadlines for submitting these reports are listed in Attachment D of your Agreement. A copy of the report form is included in this package for your use.

Program Progress Reports: We will continue to use the semi-annual summary progress report form to assess your county's progress on applicable items in Scope of Work. Your State Emergency Management Area Coordinator will be in contact with you to schedule two progress assessment meetings during the year to review the status of your work items.

Historical Summary of Expenditures: In order to ensure compliance with Attachment D, paragraph D of this Agreement and with Rule 9G-19.011, Florida Administrative Code, historical expenditure summary information relating to your county's Emergency Management Program is required. **This form must be prepared and signed by an official of the County's Finance Office.** You need to provide only the FY 2007-08 (October 2007 - September 2008) information. This information is due no later than December 31, 2008. This form is also included in this package for your use.

LONG TERM RECOVERY OFFICE • DIVISION HEADQUARTERS • STATE LOGISTICS RESPONSE CENTER  
36 Skyline Drive                      2555 Shumard Oak Boulevard                      2702 Directors Row  
Lake Marv. FL 32746-6201                      Tallahassee, FL 32399-2100                      Orlando, FL 32809-5631



Palm Beach County  
Page 2  
January 28, 2009

**2008-09 Staffing Detail:** Attachment D, paragraph E of this Agreement requires a Staffing Detail form for all Staff in the Emergency Management Office for the current fiscal year is also required and is due not later than December 31, 2008. Forms for these items are also provided in this package for your use. **Please provide us with a copy of the current Position Description detailing the duties and responsibilities for ALL POSITIONS to be paid from these funds, including the full-time Emergency Management Director as defined in Section 9G.-19.002(6), Florida Administrative Code.**

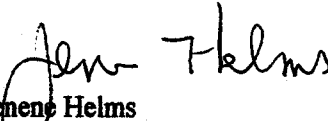
**Scope of Work Requirements:** Attachment A and A-1, Scope of Work, lists items required under this Agreement. An after-action report must be submitted within thirty (30) days following full or partial County Emergency Operation Center (EOC) activation when activated at a level equivalent to a State EOC level two (2) or above during the period of this Agreement. Also, within 60 days of execution of this Agreement, you must provide copies of any new or updated ordinances currently 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.

As a reminder, prior written approval must be obtained from the Division of Emergency Management for any motor vehicle purchased with funds provided under this Agreement as required under Program Requirements, **(3) Vehicles**.

All referenced report forms are available for downloading from our web page located at <http://www.floridadisaster.org/cps/grants.htm>.

We look forward to working with you again this year. If you have any questions regarding this program, please call me at 850-413-9920 or e-mail [jenene.helms@em.myflorida.com](mailto:jenene.helms@em.myflorida.com)

Sincerely,

  
Jenene Helms  
Grants Administration Unit  
Florida Division of Emergency Management

**STATE and FEDERALLY-FUNDED SUBGRANT AGREEMENT**

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and Palm Beach County, (hereinafter referred to as the "Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

- A. The Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein; and
- B. The Division has received these grant funds from the State of Florida, and has the authority to subgrant these funds to the Recipient upon the terms and conditions below; and
- C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Recipient agree to the following:

(1) SCOPE OF WORK.

The Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

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

The Recipient and the Division shall be governed by applicable State and Federal laws, rules and regulations, including those identified in Attachment C.

(3) PERIOD OF AGREEMENT.

This Agreement shall begin on **October 1, 2008** and shall end on **September 30, 2009**, unless terminated earlier in accordance with the provisions of Paragraph (12) of this Agreement.

(4) MODIFICATION OF CONTRACT

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

(5) RECORDKEEPING

(a) As applicable, Recipient's performance under this Agreement shall be subject to the federal Common Rule: Uniform Administrative Requirements for State and Local Governments" (53 Federal Register 8034) or OMB Circular No. A-110, "Grants and Agreements with Institutions of Higher 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 to show its compliance with the terms of this Agreement, and the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five years from the date the audit report is issued, and shall allow the Division or its designee, the State Chief Financial Officer or the State Auditor General access to the records upon request. The Recipient shall ensure that audit working papers are available to them upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Division. The five year period may be extended for the following exceptions:

1. If any litigation, claim or audit is started before the five year period expires, and extends beyond the five year period, the records shall be retained 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 it is acquired shall be retained for five years after final disposition.
3. Records relating to real property acquired shall be retained for five years after the closing on the transfer of title.

(c) The Recipient shall maintain all records for the Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - 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 Division, its employees, and agents. "Reasonable" shall ordinarily 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 Division.

#### **(6) AUDIT REQUIREMENTS**

##### **For Federal Funds:**

(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 reasonable times for inspection, review, or audit by state personnel and other personnel authorized by the Department or the Division. "Reasonable" shall ordinarily mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

(c) The Recipient shall 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 \$500,000 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 shows the Federal resources awarded through the Division 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 Division. 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 this Paragraph 6 (d) above, the Recipient shall fulfill the requirements for auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

If the Recipient expends less than \$500,000 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 \$500,000 in Federal awards in its fiscal year and chooses to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal funds.

(e) Send copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by subparagraph (d) above, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the Recipient to:

The Division at each of the following addresses:

Department of Community Affairs  
Office of Audit Services  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100  
**[also send an electronic copy to [aurilla.parrish@dca.state.fl.us](mailto:aurilla.parrish@dca.state.fl.us)]**

and

Division of Emergency Management  
(program office)  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100

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

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

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

(f) Pursuant to Section .320 (f), OMB Circular A-133, as revised, the Recipient shall send 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 Division at the following addresses:

Department of Community Affairs  
Office of Audit Services  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100  
**[also send an electronic copy to [aurilla.parrish@dca.state.fl.us](mailto:aurilla.parrish@dca.state.fl.us)]**

and

Division of Emergency Management  
(program office)  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100

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

(h) Recipients should state the date that the reporting package was delivered to the Recipient when submitting financial reporting packages to the Division 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,

(i) If the audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the Division has notified the Recipient of such non-compliance.

(j) The Recipient shall have all audits completed by an independent certified public accountant (IPA), either a certified public accountant or a public accountant licensed under Chapter 473, Fla. Stat. The IPA shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Recipient's fiscal year.

For State Funds:

(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 reasonable times for inspection, review, or audit by state personnel and other personnel authorized by the Department or the Division. "Reasonable" shall ordinarily mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

(c) The Recipient shall 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 nonstate entity as defined by Section 215.97, Fla. Stat., it shall comply with the following:

If the Recipient expends a total amount of State financial assistance equal to or more than \$500,000 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, Fla. Stat.; applicable rules of the Executive Office of the Governor and the Chief Financial Officer; and Chapters 10.550 (local government entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Agreement shows the State financial assistance awarded by this Agreement. In determining the State financial assistance expended in its fiscal year, the Recipient shall include all sources of State financial assistance, including State funds received from the Division, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

In connection with the audit requirements addressed in this Paragraph 6(d) above, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Fla. Stat. This includes submission of a reporting package as defined by Section 215.97(2)(e), Fla. Stat. and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

If the Recipient expends less than \$500,000 in State financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Fla. Stat., is not required. In the event that the Recipient expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Fla. Stat., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities). Additional information on the Florida Single Audit Act may be found at the following website: <http://www.state.fl.us/fsaa/statutes.html>.

(e) Report Submission

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. Copies of financial reporting packages required under this Paragraph 6 shall be submitted 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

[an electronic copy shall also be submitted to [aurilla.parrish@dca.state.fl.us](mailto:aurilla.parrish@dca.state.fl.us)]

and

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

The Auditor General's Office at the following address:

Auditor General's Office  
Room 401, Claude Pepper Building  
111 West Madison Street  
Tallahassee, Florida 32399-1450

4. Any reports, management letter, or other information required to be submitted to the Division or the Department of Community Affairs pursuant to this Agreement shall be submitted on time as required under 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.

5. Recipients, when submitting financial reporting packages to the Division or the Department of Community Affairs 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.

(f) If the audit shows that all or any portion of the funds disbursed hereunder were not spent in accordance with the conditions of this Agreement, the Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the Division has notified the Recipient of such non-compliance.

(g) The Recipient shall have all audits completed in accordance with Section 215.97, Fla. Stat. by an independent certified public accountant (IPA) who shall either be a certified public accountant or a public accountant licensed under Chapter 473, Fla. Stat. The IPA shall state that the audit complied with the applicable provisions noted above. The audit must be submitted to the Division no later than nine (9) months from the end of the Recipient's fiscal year.

(7) REPORTS

(a) The Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Recipient and all subrecipients and subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

(b) Quarterly reports are due to the Division no later than 30 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

(c) The close-out report is due 60 days after termination of this Agreement or 60 days after completion of the activities contained in this Agreement, whichever first occurs.

(d) If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (11) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

(e) The Recipient shall provide additional program updates or information that may be required by the Division.

(f) The Recipient shall provide additional reports and information identified in Attachment D.

(8) MONITORING.

The Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement, and reported in the quarterly report.

In addition to reviews of audits conducted in accordance with paragraph (6) above, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division or 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 Division or 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 Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Recipient throughout the contract term to ensure timely completion of all tasks.



(9) LIABILITY

(a) Unless Recipient is a State agency or subdivision, as defined in Section 768.28, Fla. Stat., the Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement, and shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

(b) Any Recipient which is a state agency or subdivision, as defined in Section 768.28, Fla. Stat., agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, Fla. Stat. 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.

(10) DEFAULT.

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall, if the Division elects, terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (11). However, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment:

(a) If any warranty or representation made by the Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

(b) If material adverse changes occur in the financial condition of the Recipient at any time during the term of this Agreement and the Recipient fails to cure this adverse change within thirty days from the date written notice is sent by the Division.

(c) If any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information;

(d) If the Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(11) REMEDIES.

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

(a) Terminate this Agreement, provided that the Recipient is given at least thirty days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (13) herein;

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

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

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

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

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

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

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

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

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

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

(12) TERMINATION.

(a) The Division may terminate this Agreement for cause after thirty days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Fla. Stat., as amended.

(b) The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Recipient with thirty calendar days prior written notice.

(c) The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

(d) In the event that this Agreement is terminated, the Recipient will not incur new obligations for the terminated portion of the Agreement after the Recipient has received the notification of termination. The Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Recipient. The Division may, to the extent authorized by law, withhold payments to the Recipient for the purpose of set-off until the exact amount of damages due the Division from the Recipient is determined.

(13) 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 named below, at the address below, and this notification attached to the original of this Agreement.

(b) The name and address of the Division contract manager for this Agreement is:

Jenene Helms  
Florida Division of Emergency Management  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100  
Telephone: 850-413-9920  
Fax: 850-488-4198  
Email: [jenene.helms@em.myflorida.com](mailto:jenene.helms@em.myflorida.com)

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

Charles Tear  
Palm Beach County Emergency Management  
20 South Military Trail  
West Palm Beach, Florida 33415  
Telephone: 561-712-6330  
Fax: 561-712-6464  
Email: [ctear@psd.co.palm-beach.fl.us](mailto:ctear@psd.co.palm-beach.fl.us)

(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 provided as outlined in (13)(a) above.

(14) SUBCONTRACTS

**If the Recipient subcontracts any of the work required under this Agreement, a copy of the unsigned subcontract must be forwarded to the Division for review and approval before it is executed by the Recipient.** The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division 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. The Recipient shall document in the quarterly report the subcontractor's progress in performing its work under this Agreement.

For each subcontract, the Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority vendor, as defined in Section 288.703, Fla. Stat.

(15) TERMS AND CONDITIONS

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

(16) ATTACHMENTS

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

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

(c) This Agreement has the following attachments:

Exhibit 1 - Funding Sources

Attachment A and A-I - Scope of Work

Attachment B - Budget

Attachment C - Program Statutes, Regulations and Program Requirements

Attachment D - Reports

Attachment E - Justification of Advance

Attachment F - Warranties and Representations

Attachment G - Certification Regarding Debarment

Attachment H - Statement of Assurances

(17) 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 \$98,726, subject to the availability of funds.

(b) By its execution of this Agreement, the Recipient also authorizes the Division to pay on its behalf \$2,847 for the recurring charges for the satellite communications service from the total allocation provided to Recipient of \$101,573.

(c) Any advance payment under this Agreement is subject to Section 216.181(16), Fla. Stat., and is contingent upon the Recipient's acceptance of the rights of the Division under Paragraph (12)(b) of this Agreement. The amount which may be advanced may not exceed the expected cash needs of the Recipient within the first three 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 below, 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.

\_\_\_\_\_ An advance payment of \$\_\_\_\_\_ is requested

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

**If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (20)(h) of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Recipient shall submit its closeout report within thirty days of receiving notice from the Division.**

The amount of funds available pursuant to this rule chapter (Rule Chapter 9G-19.011, Florida Administrative Code) may be adjusted proportionally when necessary to meet any matching requirements imposed as a condition of receiving federal disaster relief assistance or planning funds.

Any requests received after **October 31, 2009**, may, in the discretion of the Division, not be reimbursed from this Agreement. Reimbursement requests shall not be submitted by facsimile transmission.

Changes to the amount of funding to be provided may be accomplished by notice from the Division to the Recipient, in the form of certified mail, return receipt requested. The Division may make an award of additional funds by subsequent Award Letter certified mail, return receipt requested. These additional funds may be accepted by the Emergency Management Director or the Recipient's contact identified in Paragraph (13), above. Should the Recipient determine it does not wish to accept the award of additional funds, the Recipient shall provide notice to the Division contact within thirty (30) days of receipt of the Award Letter. Otherwise, the Recipient shall provide to the Division its written notice of acceptance within forty-five 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 Division'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 Division when the offer of additional funds is made.

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 Division that are not expended in implementing this program shall be returned to the Division, along with any interest earned on all funds received under this Agreement, within ninety (90) days of the expiration of the award Agreement.

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.

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.

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, Florida Administrative Code). 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 Rule Chapter 9G-19, Florida Administrative 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.

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**(18) REPAYMENTS**

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

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

In accordance with Section 215.34(2), Fla. Stat., if a check or other draft is returned to the Division for collection, Recipient shall pay the Division a service fee of \$15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(19) MANDATED CONDITIONS

(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 later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty days written notice to the Recipient, cause the termination of this Agreement and the release of the Division 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 be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

(c) Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

(d) This 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.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

(f) Those who have 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 \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

(g) Any Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals:

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;
2. have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining,

attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph 19(g)2. of this certification; and

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

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

In addition, the Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment G) for each intended subcontractor which Recipient plans to fund under this Agreement. The form must be received by the Division before the Recipient enters into a contract with any subcontractor.

**(h) The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with Chapter 216, Fla. Stat. or the Florida Constitution.**

(i) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

(j) Any bills for travel expenses shall be submitted in accordance with Section 112.061, Fla. Stat.

(k) The Division reserves the right to unilaterally cancel this Agreement if the Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Fla. Stat., which the Recipient created or received under this Agreement.

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

(m) 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 Division 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 Division.

(n) The Recipient is subject to Florida's Government in the Sunshine Law (Section 286.011, Fla. Stat. ) with respect to the meetings of the Recipient's governing board or the meetings of



any subcommittee making recommendations to the governing board. All of these meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Fla. Stat.

(o) All unmanufactured and manufactured articles, materials and supplies which are acquired for public use under this Agreement must have been produced in the United States as required under 41 U.S.C. 10a, unless it would not be in the public interest or unreasonable in cost.

(20) LOBBYING PROHIBITION

(a) No funds or other resources received from the Division under 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 Recipient, 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 Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying."

3. The Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose.

This certification is a material representation 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.

(21) 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 has 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 is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Recipient to the State of Florida.

(c) Within thirty days of execution of this Agreement, the Recipient shall disclose all intellectual properties relating 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 disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (b), have the right to all patents and copyrights which accrue during performance of the Agreement.

**(22) LEGAL AUTHORIZATION.**

The Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Recipient also certifies that the undersigned person has the authority to legally execute and bind Recipient to the terms of this Agreement.

(23) ASSURANCES.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

**RECIPIENT:**

**PALM BEACH COUNTY**

By: Vincent Bonvento  
Name and title: Vincent Bonvento, Assistant County Administrator  
Date: 12/10/08  
FID# \_\_\_\_\_

**STATE OF FLORIDA**

**DIVISION OF EMERGENCY MANGEMENT**

By: W. Craig Fugate  
Name and Title: W. Craig Fugate, Director, Division of Emergency Management  
Date: 1.14.09

**EXHIBIT - 1**

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE RECIPIENT UNDER THIS AGREEMENT:

**Federal Program**

Federal Agency: U.S. DHS/FEMA  
(Department of Homeland Security/Federal Emergency Management Agency)  
Catalog of Federal Domestic Assistance title and number: EMPG/97.042  
(Emergency Management Performance Grant)  
Award amount: (Federal funds will be awarded at a later date)

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

Not applicable at this time. Federal funds will be awarded at a later date within this contract year.

**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: Division of Emergency Management

Catalog of State Financial Assistance Title: Emergency Management Programs

Catalog of State Financial Assistance Number: 52008

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.

Eligible activities for these funds are salaries and expenses relating to maintaining and enhancing county  
emergency management plans and programs.

Eligible recipients for these funds are the 67 Florida counties.

**Attachment A and A-1**  
**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 Division and attached hereto as Attachment A-1. Subsequent revisions during the term of this Agreement shall be a written modification in accordance with Paragraph (4) of this Agreement.

2008-2009 County Base Grant (EMPA/EMPG)  
Scope of Work

<b>Deliverable #</b>	1
<b>Title:</b>	COORDINATION, COMMUNICATIONS AND COLLABORATION
<b>Deliverable:</b>	<p>A. The County will attend the following events:</p> <ul style="list-style-type: none"> <li>- Quarterly Regional Coordinator Meetings</li> <li>- Current Issues in Emergency Management (CIEM)</li> <li>- Regional Domestic Security Task Force (RDSTF) Meetings held in the region</li> <li>- Governor's Hurricane Conference</li> <li>- FEPA Conference</li> <li>- FEPA Mid-Year Workshop</li> </ul> <p>*The County will receive credit as being in attendance by conference calls, video conferencing, GoTo Meetings or Webinars when that occurs. *County personnel attending the above events must ensure they sign in on the appropriate attendance logs.</p> <p>B. The County will update and submit changes to the County Contact Form as they occur.</p> <p>C. The County will hold at least one (1) Emergency Operations Center (EOC) concept of operations meeting to include Emergency Support Function (ESF), Emergency Coordinating Officer (ECO) and community partners.</p> <p>D. The County will hold at least one (1) recovery strategy meeting to include appropriate Emergency Support Function (ESF), Emergency Coordinating Officer (ECO), Non Governmental Partner (NGO) and community partners.</p>
<b>Deadline:</b>	June 30, 2009
<b>Bureau:</b>	Director's Office
<b>Unit:</b>	Regional Coordination Team
<b>Point of Contact:</b>	Roy Dunn
<b>Submit to:</b>	Attendance and completion of each event in A through D will be documented/entered in EM Constellation, under the information tab: EMPA-EMPG SOW deliverable database & by notification to assigned Regional Coordinator
<b>Phone:</b>	850-922-4442
<b>Email:</b>	Roy.Dunn@EM.MyFlorida.com
<b>EMAP Standard:</b>	3.3 Advisory Committee (3.3.1, 3.3.2)

2008-2009 County Base Grant (EMPA/EMPG)  
Scope of Work

Deliverable #	2
Title:	NATIONAL WEATHER SERVICE ALERT MONITORING, RECEPTION, AND DISSEMINATION
Overview:	To ensure that each county emergency management agency and designated county warning point can independently monitor local weather conditions in addition to receiving and disseminating National Weather Service alerts to local government and the public, the following criteria in this deliverable must be met annually by each county emergency management agency:
Deliverable:	<p>The County will maintain a link with their respective National Weather Service Forecast Office (WFO) to receive and relay real time weather information to support warning decisions.</p> <p>A. The County will demonstrate at least three (3) separate operational means to receive WFO information and alert reception.</p> <p>B. The County will demonstrate at least two (2) separate operational means for these alerts to be disseminated to local government and the public.</p> <p>C. The County will demonstrate redundant capabilities to monitor local weather conditions to guard against communication infrastructure failures.</p> <p><i>*StormReady designation from the National Weather Service WFO will waive the deliverable requirements.</i></p>
Deadline:	January 1, 2009
Bureau:	Director's Office
Unit:	Meteorology
Point of Contact:	Ben Nelson
Submit to:	Listing of the capabilities in A through C above or Storm Ready certification documentation must be entered into EM Constellation: EMPA-EMPG SOW deliverable database & notification to Ben Nelson's email address with cc: assigned Regional Coordinator
Phone:	850-413-9885
Email:	<a href="mailto:Ben.Nelson@EM.MyFlorida.com">Ben.Nelson@EM.MyFlorida.com</a>
Reference web links:	Possible operational means for WFO information and alert reception, dissemination, and local weather monitoring to satisfy the criteria for this deliverable can be found at the National Weather Service's StormReady website at <a href="http://www.StormReady.noaa.gov">www.StormReady.noaa.gov</a> .
Is this requirement in any Florida statues or rules? If yes, please list:	Florida Statutes Chapter 252.35 (2)(a)(6): Establish a system of communications and warning to ensure that the state's population and emergency management agencies are warned of developing emergency situations and can communicate emergency response decisions.
EMAP Standard:	4.10 Communications and Warning (4.10.1, 4.10.3, 4.10.5)

2008-2009 County Base Grant (EMPA/EMPG)  
Scope of Work

Deliverable #	3
Title:	COMPREHENSIVE EMERGENCY MANGEMENT PLAN REVIEW (NOTE: This deliverable applies only to counties that will have their CEMP reviewed by FDEM during the contract period)
Deliverable:	A. The County will complete a Comprehensive Emergency Management Plan (CEMP) review with FDEM to demonstrate compliance with criteria and satisfy the requirements of the capability assessment per Rule 9G-6 of the Florida Administrative Code.
Deadline:	June 30, 2009
Bureau:	Preparedness
Unit:	Natural Hazards
Point of Contact:	Lee Mayfield
Submit to:	Submit a letter on county letterhead summarizing where the county is in the review process or a copy of the review completion letter to EM Constellation: EMPA-EMPG SOW deliverable database & notification to Lee Mayfield's email address with cc: assigned Regional Coordinator
Phone:	850-921-8606
Email:	<a href="mailto:Lee.Mayfield@EM.MyFlorida.com">Lee.Mayfield@EM.MyFlorida.com</a>
Reference web links:	<a href="http://www.floridadisaster.org/Preparedness/NaturalHazards/Index.htm">www.floridadisaster.org/Preparedness/NaturalHazards/Index.htm</a> <a href="https://www.flrules.org/gateway/ChapterHome.asp?Chapter=9G-6">https://www.flrules.org/gateway/ChapterHome.asp?Chapter=9G-6</a>
EMAP Standard:	3.1 Program Administration, Plans & Evaluations (3.1.2)



2008-2009 County Base Grant (EMPA/EMPG)  
Scope of Work

Deliverable #	4
Title:	EXERCISES
Deliverable:	<p>Maintain a comprehensive, all hazards exercise program in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP) to evaluate and test all aspects of the local emergency management system including activation of the county EOC. These documents are required to be submitted:</p> <ul style="list-style-type: none"> <li>A. Submit an After Action Report (AAR) and Improvement Plan within 30 days for all exercises or actual events for which the county EOC was activated.</li>   <li>B. Participate as an impacted or host county in at least one full day of the annual Statewide Hurricane Exercise in which the submission of one Incident Action Plan (IAP), one Situation Report, a roster of participants, and participation in at least one telephone conference call is required. The Emergency Management Director shall determine extent of play necessary for the jurisdiction.</li>   <li>C. The County shall conduct at least one Continuity of Operations Plan (COOP) exercise (an actual incident may be substituted). This exercise may be a tabletop, functional, full-scale exercise and may be conducted as part of the annual Statewide Hurricane Exercise or an RDSTF scheduled exercise. Within 30 days of the exercise or incident, the county will submit an After Action Report (AAR) and Improvement Plan.</li> </ul>
Deadline:	30 days after exercise or incident
Bureau:	Preparedness
Unit:	Training and Exercises
Point of Contact:	Rudy Ferguson
Submit to:	Document and submit completion of all requirements of A through C to EM Constellation: EMPA-EMPG SOW deliverable database & notification to Rudy Ferguson's email address with cc: assigned Regional Coordinator
Phone:	850-413-9899
Email:	Rudy.ferguson@EM.MyFlorida.com
Reference web links:	<a href="http://www.floridadisaster.org/Preparedness/TrainingandExercise/index.htm">http://www.floridadisaster.org/Preparedness/TrainingandExercise/index.htm</a>
EMAP	<p>4.6 Planning (4.6.5, 4.6.6)          Incident Management 4.7 (4.7.3)          4.12 Facilities (4.12.2)          4.14 Exercises, Evaluations and Corrective Actions (4.14.1, 4.14.2)</p>

2008-2009 County Base Grant (EMPA/EMPG)  
Scope of Work

Deliverable #	5
Title:	GEOGRAPHICAL INFORMATION
Deliverable:	<p>A. The County shall develop, maintain, update and submit mapping and spatial data to the Florida Division of Emergency Management (FDEM). This shall include:</p> <ul style="list-style-type: none"> <li>- County shelter data utilized by the State Emergency Support Function (ESF) 6.</li> <li>- All fire rescue and emergency service stations.</li> <li>- Disaster Recovery Center (DRC) sites.</li> <li>- Other critical facilities as defined in GIS Template</li> </ul> <p>*This template will be forwarded with the executed contract and the reporting forms.</p>
Deadline:	January 31, 2009
Bureau:	Preparedness
Unit:	Information Management
Point of Contact:	Richard Butgereit
Submit template to:	Submit to EM Constellation: EMPA-EMPG SOW deliverable database & notification to Richard Butgereit's email address with cc: assigned Regional Coordinator
Phone:	850-413-9907
Email:	<a href="mailto:Richard.Butgereit@EM.MyFlorida.com">Richard.Butgereit@EM.MyFlorida.com</a>
Reference web links:	<a href="http://www.floridadisaster.org/GIS/Index.asp">http://www.floridadisaster.org/GIS/Index.asp</a>
EMAP	<p>4.3 Hazard Identification, Risk Assessment and Consequence Analysis (4.3.1)</p> <p>4.5 Prevention and Security (4.5.1, 4.5.2, 4.5.3)</p> <p>4.6 Planning (4.6.3)</p> <p>4.12 Facilities (4.12.1)</p>

2008-2009 County Base Grant (EMPA/EMPG)  
Scope of Work

Deliverable #	6
Title:	PET FRIENDLY SHELTERS
Deliverable:	A. The County will hold at least one (1) "Pet Friendly Shelter Working Group" meeting to include, but not limited to local Humane Society, local pet and animal advocates, and Emergency Support Function 17 and community partners and submit meeting results and a strategy/plan from the working group if developed.
Deadline:	June 30, 2009
Bureau:	Preparedness
Unit:	Natural Hazards
Point of Contact:	Ashley Davis
Submit to:	Submit meeting attendance, minutes and plans/strategies to EM Constellation: EMPA-EMPG SOW deliverable database & notification to Ashley Davis' email address with cc: assigned Regional Coordinator
Phone:	850-413-9893
Email:	Ashley.Davis@EM.MyFlorida.com
EMAP Standards:	3.3 Advisory Committees (3.3.1) 4.3 Hazard Identification, Risk Assessment and Consequence Analysis (4.3.2)

2008-2009 County Base Grant (EMPA/EMPG)  
Scope of Work

Deliverable #	7
Title:	LOGISTICS
Deliverable:	Submit an updated county logistics strategy/plan that is consistent with guidance found in the County Logistics and POD SOG (CEMP 2355), The strategy/plan shall also include, but not be limited to the following:  A. A County Government Emergency Fuel Strategy.  B. Logistical Staging Area Site Survey Forms.  C. County POD Site Survey Profile forms.
Deadline:	May 31, 2009
Bureau:	Response
Unit:	Logistics
Point of Contact:	Chuck Hagan
Submit to:	Submit updated plan to EM Constellation: EMPA-EMPG SOW deliverable database & notification to Chuck Hagan's email address with cc: assigned Regional Coordinator
Phone:	850-410-1263
Email:	Charles.Hagan@EM.MyFlorida.com
Reference web links:	<a href="http://www.FloridaDisaster.org/bpr/Response/ClandLOG.htm">www.FloridaDisaster.org/bpr/Response/ClandLOG.htm</a> <a href="http://www.floridadisaster.org/Response/Logistics/Index.htm">www.floridadisaster.org/Response/Logistics/Index.htm</a> <a href="http://www.floridadisaster.org/documents/2006%20FEPA%20Presentation.pdf">www.floridadisaster.org/documents/2006%20FEPA%20Presentation.pdf</a>
EMAP Standards:	4.8 Resource Management & Logistics (4.8.1, 4.8.4)

2008-2009 County Base Grant (EMPA/EMPG)  
Scope of Work

Deliverable #	8
Title:	NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS) COMPLIANCE
Overview:	The County shall maintain National Incident Management System (NIMS) compliance as required by U.S. Department of Homeland Security (DHS) under Homeland Security Directive 5 (HSPD-5) and be consistent with the National Response Framework, Homeland Security Directive 8 (HSPD-8).
Deliverable:	A. County will be considered NIMS compliant based on completion of the self-assessment of the county emergency management program using the National Incident Management System crosswalk on the National Management Compliance Assurance Support Tool (NIMCAST).
Deadline:	Self-assessment: June 30, 2009
Bureau:	Response
Unit:	EM Constellation: EMPA-EMPG SOW deliverable database & notification to Morgan Franklin's email address with cc: assigned Regional Coordinator
Point of Contact:	Larry White
Submit to:	The county will make an entry into the EM Constellation database under the information tab after completion of the Rollup. Larry White will review via NIMSCAST roll-up
Phone:	850-413-9973
Email:	Larry.White@EM.MyFlorida.com
Reference web links:	NIMCAST website: <a href="http://www.fema.gov/nimscast/index.jsp">http://www.fema.gov/nimscast/index.jsp</a>
EMAP Standard	4.7 Incident Management (4.7.1)

2008-2009 County Base Grant (EMPA/EMPG)  
Scope of Work

<b>Deliverable #</b>	9
<b>Title:</b>	Shelters
<b>Deliverable:</b>	<p>All Counties shall address the following shelter deficit reduction plans and efforts consistent with the statewide shelter deficit reduction initiative by May 1, 2009 (reports required in each item below even if no change has occurred):</p> <ul style="list-style-type: none"> <li>A. Submit identified potential hurricane shelter retrofit projects or report that there are no new identified projects to Florida Division of Emergency Management (FDEM), Infrastructure Section. (The information is used to compile the Shelter Retrofit Report.)</li> <li>B. Submit all hurricane shelter retrofit projects that are undertaken, regardless of funding source(s) or report that there are no projects to the FDEM Infrastructure Section,</li> <li>C. Develop and submit to the FDEM Infrastructure Section a strategy to ensure that by June 1, 2009, all designated Special Needs Shelters (SpNS) have a standby power system or capability with adequate capacity to support life-safety systems, essential lighting and outlet receptacles, air-conditioning, and necessary medical equipment. For those designated SpNS facilities without a permanently equipped standby electric generating capacity, a locally sourced and acquired temporary electric generator with adequate capacity to support the standby power system shall be provided.</li> <li>D. Develop and submit to the FDEM Infrastructure Section, a strategy to ensure that by June 1, 2010, there is adequate designated Special Needs Shelters (SpNS) client space capacity to meet anticipated five-year demands as determined by the 2008 Statewide Emergency Shelter Plan (January 31, 2009). All designated SpNS facilities must at a minimum meet the hurricane safety criteria established in the American Red Cross Standards for Hurricane Evacuation Shelter Selection (ARC 4496) and be equipped with an adequate standby electric power system or capability as described in item 1.c. above. <a href="http://www.FloridaDisaster.org/bpr/response/engineers/library.htm">www.FloridaDisaster.org/bpr/response/engineers/library.htm</a></li> <li>E. Update and submit to the FDEM Infrastructure Section, hurricane shelter deficit reduction progress reports, which include "as-is" retrofit and Enhanced Hurricane Protection Areas (EHPA) construction. (This information is used to compile the Shelter Retrofit Report.)</li> <li>F. Provide a brief report on results of the year's coordination with school boards, community colleges and universities (as applicable) for implementation of the statutory and code required Public Shelter Design Criteria (a.k.a. EHPA). The most recent published Statewide Emergency Shelter Plan can provide guidance for implementation of the EHPA criteria. <a href="http://www.FloridaDisaster.org/bpr/response/engineers/library.htm">www.FloridaDisaster.org/bpr/response/engineers/library.htm</a></li> </ul> <p>The template to provide this information will be made available from FDEM</p>
<b>Deadline:</b>	June 1, 2009
<b>Bureau:</b>	Response
<b>Unit:</b>	Infrastructure
<b>Point of Contact:</b>	Danny Kilcollins
<b>Submit to:</b>	Submit information required in A through F in EM Constellation: EMPA-EMPG SOW deliverable database & notification to Danny Kilcollins' email address and cc: assigned Regional Coordinator
<b>Phone:</b>	850-413-9859
<b>Email:</b>	<a href="mailto:Danny.Kilcollins@EM.MyFlorida.com">Danny.Kilcollins@EM.MyFlorida.com</a>
<b>EMAP Standards:</b>	4.4 Hazard Mitigation (4.4.1, 4.4.3) 4.6 Planning (4.6.3, 4.6.4) 4.12 Facilities (4.12.1)

2008-2009 County Base Grant (EMPA/EMPG)  
Scope of Work

***Questions: If County doesn't have a shelter deficit, are they required to meet this deliverable. Check wording regarding retrofitting. Question: Are there counties still doing retrofit projects? If a county is no longer doing retrofits and are building new schools are they required to meet the requirement?***

2008-2009 County Base Grant (EMPA/EMPG)  
Scope of Work

Deliverable #	10
Title:	DEBRIS MANAGEMENT
Deliverable:	A. The County shall submit an updated debris management strategy or plan.
Deadline:	June 1, 2009
Bureau:	Recovery
Unit:	Public Assistance
Point of Contact:	Phil Worley
Submit to:	Document completion of this deliverable in EM Constellation (also document if the plan is current and requires no changes): EMPA-EMPG SOW deliverable database & notification to Phil Worley's email address with cc: assigned Regional Coordinator. Submit the plan to Phil Worley for review.
Phone:	850-922-5914
Email:	Phillip.Worley@EM.MyFlorida.com
EMAP Standard:	4.6 Planning (4.6.1, 4.6.3, 4.6.4)



2008-2009 County Base Grant (EMPA/EMPG)  
Scope of Work

Deliverable #	11
Title:	MITIGATION
Deliverable:	A. The County will hold at least one (1) Local Mitigation Strategy Working Group meeting and maintain copies of the meeting agenda, minutes and attendance list.
Deadline:	June 1, 2009
Bureau:	Mitigation
Unit:	
Point of Contact:	Donald Kunish
Submit to:	Document meetings and submit minutes and agenda in EM Constellation: EMPA-EMPG SOW deliverable database & notification to Donald Kunish's email address with cc: Regional Coordinator
Phone:	850-413-9021
Email:	Donald.Kunish@EM.MyFlorida.com
Reference web links:	Local Mitigation Planning: <a href="http://www.FloridaDisaster.org/brm/lms.htm">www.FloridaDisaster.org/brm/lms.htm</a>
EMAP Standards:	3.1 Program Administration Plans, and Evaluations (3.1.2) 3.3 Advisory Committee (3.3.1, 3.3.2) 4.4 Hazard Mitigation (4.4.3).

Attachment B

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 (17)(a), FUNDING/ CONSIDERATION). A separate budget form for the Emergency Management Performance Grant (EMPG) portion of this subgrant will be provided when federal funds are awarded by the Division

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<u>Category</u>	<u>Anticipated Expenditure Amount</u>
Salaries/Fringe Benefits	\$ <u>36,847.00</u>
Other Personal Services	\$ <u>19,900.00</u>
Expenses	\$ <u>45,979.00</u>
Operating Capital Outlay	\$ _____
Fixed Capital Outlay	\$ _____
<b>Total State Funds</b>	\$ <u>98,726.00</u>

(see section 17 - Funding/Consideration)

## Attachment C

### Program Statutes, Regulations and Program Requirements

#### Program Statutes

1. Chapter 252, Florida Statutes
2. Rule Chapters 9G-6, 9G-11, 9G-19 and 9G-20, Florida Administrative Code
3. 48 CFR, Part 31

#### Program Requirements

##### (1) 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 Division, (a copy of which is available from the Division) 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 Division) (hereinafter, collectively, "the HNS Agreements") regarding the operation of an interactive satellite communications service for the Division, 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 Division'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 Division.