# 2003-04 Operation Step Up Contract
# Contract OSU04-55

This agreement is made BETWEEN

**Volunteer Florida**
**401 S. Monroe St.**
**Tallahassee, FL 32301**
**Phone: (850) 921-5172**
**FAX: (850) 921-5146**
referred to herein as the "Commission" and

**Leon County, Florida**
**301 S. Monroe St.**
**Tallahassee, FL 32301**
**Phone: (850) 921-3015 (Leon County Volunteer Center)**
**FAX: (850) 413-9095 (Leon County Volunteer Center)**
referred to herein as the "County".

Now therefore, in consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

I. **Agreement Period.** This agreement shall begin October 1, 2003 and continue until September 30, 2004. The County may apply for additional sub-grant(s) for Operation Step Up programs during the third year of the program, as funding is available.

II. **Center Services.** The Commission hereby engages the County to perform, in accordance with the terms and conditions set forth in this agreement. This agreement incorporates the proposal submitted by the County with the modifications agreed upon herein. Operation Step Up programs and corresponding quarterly objectives to be undertaken through this contract are detailed in Attachment 1.

III. **Assignments and Sub-contracts.** The County agrees not to assign responsibility of this contract to another party or to sub-contract any portion of the work agreed upon under this contract without prior written approval of the Commission.

IV. **Maximum Payment of Expenses.** This is a cost reimbursement grant. The Commission agrees to pay the County an amount not to exceed **$15,000.00**, in accordance with the attached budget(s) (Attachment 2).

V. **Records and Documentation.** The County agrees to maintain records of deliverables, including reports, program information and participant data. The County will maintain records of all expenditures associated with Operation Step Up programs for a period of five years or until all outstanding audit issues have been resolved.

VI. **Reporting.** The County will submit quarterly reports. The quarterly reports must consist of a report on progress, a financial report for reimbursement that is consistent with the applicant's budget (Attachment 2) including supporting documentation, and an update of any local cash or in-kind match received. The reports are due at the Volunteer Florida office as follows:

First Quarter, October – December 2003, due by **January 15, 2004**
Second Quarter, January – March 2004, due by **April 15, 2004**
Third Quarter, April – June 2004, due by **July 15, 2004**
Fourth Quarter, July – September 2004, due by **October 15, 2004**

VII. **Training and Technical Assistance.** The Commission agrees to provide/facilitate and the County agrees to participate in training and technical assistance related to the program(s).

VIII. **Quality Assurance and Evaluation.** The County will track and document progress made toward accomplishing the deliverables of this contract. The County agrees to permit persons duly authorized by the Commission to inspect any records, papers, documents, facilities and services of the County that are relevant to this contract, and/or to interview any employees and volunteers to be assured of satisfactory performance of the terms and conditions of this contract. The County will facilitate and/or coordinate inspections and/or interviews of the same at partner organization(s).

IX. **Sponsorship.** The County agrees to, in publicizing, advertising, or describing the sponsorship of Operation Step Up, state "Sponsored by Leon County Volunteer Center, Volunteer Florida, and the Corporation for National and Community Service." References to sponsorship in printed materials will present the three sponsoring entities in the same font and size.

X. **Professional Conduct.** The County is, at all times during the conducting of the activities specified in this Agreement, a de facto representative of the Commission, the Corporation for National and Community Service and of the State of Florida and is expected to engage in conduct that represents all parties in a professional manner.

XI. **Indemnification.** Each party hereto agrees that it shall be solely responsible for the wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provision of Section 768.28 Florida Statute.

XII. **Independent Center.** Both the Commission and the County agree that the County will act as an independent County in the performance of its duties under this agreement. Accordingly, the County shall be responsible for payment of all taxes including Federal, State, and local taxes arising out of the County's activities in accordance with this contract, including by way of illustration but not limitation, Federal income tax, Social Security, Unemployment Insurance taxes, and any other taxes or business license fees as required.

XIII. **Termination of Services.** Nothing contained in this agreement shall confer upon the County any rights to continue in contract with the Commission.

A. **Termination at Will.** This agreement may be terminated by either party upon no less than (30) calendar days notice in writing, without cause, unless both parties agree upon a lesser time. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

B. **Termination Because of Lack of Funds.** In the event funds to finance this agreement become unavailable, the Commission may terminate the agreement upon no less than twenty-four (24) hours notice in writing to the County. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The Commission shall be the final authority as to the availability of funds.

C. **Termination for Breach.** The Commission upon no less than twenty-four (24) hours notice may terminate this agreement for non-performance. If applicable, the Commission may employ the default provisions in Chapter 60A-1.006(3), FAC. Waiver of breach of any provisions of this agreement shall not be deemed to be a waiver of any other breach and shall not be construed as a modification of this agreement. The provisions herein do not limit the Commission's right to remedies at law or to damages.

In any case, the County shall be paid for all work completed to the date of termination and for all non-cancelable obligations.

XIV. **Overpayment.** In the event that the Commission, the County or an auditor discovers an overpayment has been made, the County will repay the overpayment within thirty (30) calendar days unless extenuating circumstances are deemed to exist by the Commission.

XV. **Governing Law.** This agreement shall be interpreted, construed, and governed in accordance with the laws of the State of Florida and CFDA# 94.002. The County will rectify all compliance issues identified by the Commission in writing within the time period set forth or all future reimbursements will be withheld until the deficiencies are corrected. Written documentation should include an explanation of how all noted deficiencies were corrected or an acceptable justification, action plan and timeline of compliance for any deficiencies not corrected within the time period set forth.

XVI. **All Terms and Conditions Included.** This contract and its attachments as referenced below contain all the terms and conditions agreed upon by the parties.

Attachment 1 – Program Descriptions, Objectives and Anticipated Outcomes
Attachment 2 – Program Budget(s) and Budget Narrative(s)

The Commission and the County agree to the above terms and conditions.

| Volunteer Florida | Leon County, Florida |
| --- | --- |
| _____ | _____ |
| Signature | Signature |
| _____ | _____ |
| Printed Name | Printed Name |
| _____ | _____ |
| Title | Title |
| _____ | _____ |
| Date | Date |

# Attachment 1
# Initiative Description, Objectives, and Anticipated Outcomes

## Amateur Radio Communications

**Program Goal:** Through Operation Step Up, the Volunteer Center will strengthen the local emergency communications network by helping the amateur radio club to recruit and train new generations of amateur radio operators.

**Oct. – Dec. 2003** The Volunteer Center will mentor an amateur radio organization in volunteer recruitment and management. If needed, the Center and partner organization, in collaboration with Volunteer Florida, will identify an appropriate training curriculum to be used to train new members. Volunteer Florida will provide promotional information about the Volunteer Center – Radio Club partnership and the need for radios for new operators. The Center and the partner organization will use the information in a campaign to promote the donation or sale of used radio equipment to new operators for disaster response.

**Jan. – Mar. 2004** The Center will recruit and facilitate the training of five new volunteer radio operators. Center will encourage veteran and new radio operators to participate in local emergency management meetings and will maintain records of their attendance.

**Apr. – Jun. 2004** The Center will recruit and facilitate the training of 10 new volunteer radio operators. The Center will work with the amateur radio organization and emergency management to coordinate a training exercise.

**Jul. – Sep. 2004** The Center will promote additional emergency management training for both veteran and new radio operators, and will maintain records of additional emergency management training received. The Center will work with the amateur radio organization to provide a recognition event to honor volunteers and radio equipment donors.

**Anticipated Successful Program Outcomes:** The local radio club will experience a growth in trained, licensed membership. The new radio operators will have access to any locally available used equipment. Club members will be better informed about current disaster plans through participation in emergency management meetings and training. The local emergency communications network will be strengthened.

## Business Continuity

**Program Goal:** The community will become more disaster resistant and resilient by building the capacity of small businesses and non-profit agencies to resume providing goods and services to the community quickly after a disaster.

**Oct. – Dec. 2003** The volunteer center will recruit four senior volunteers (two teams of two volunteers each) with business and public speaking experience to serve as presenters. Volunteer Florida will conduct **Business Continuity** Train-the-Trainer for the presenters and Center staff.

The center will secure a local hazard analysis from emergency management for use in training area businesses.

**Jan. – Mar. 2004** Each team will make two community presentations to civic organizations. Presenters and Center staff will conduct training for at least 16 new volunteers (eight teams of two volunteers each) recruited from the community presentations or by the Center.

**Apr. – Jun. 2004** Each team will schedule and conduct free Business Continuity on-site training and assessments for five small business operators or non-profit directors, and provide technical assistance (TA) on the preparation of Continuity of Operations Plans.

**Jul. – Sep. 2004** Each team will schedule on-site training, assessment, and TA for eight additional small business operators or non-profit directors. The Center will notify the press of businesses and agencies completing the training and conduct a recognition event for program graduates and volunteers.

**Anticipated Program Outcomes:**
The enhanced preparedness of small businesses will minimize loss of production and sales that cause economic downturn. Enhanced preparedness will also minimize the impact of disaster on community and faith based organizations, allowing these agencies to better serve their clients quickly following a disaster. The community's economy and tax base will be more resilient following a disaster and recovery time will be minimized.

# Budget Summary

*(Instructions on back)*



**1. Organization (Name and complete address)**

Leon County Volunteer Center 918 Railroad Ave Tallahassee Fl 32310

**2. Employer Identification Number:**

47-00-025805-53C

**3. Program Title and Period:**

Amateur Radio Communications

| | Federal Funds | Cash Match | In-Kind Match | 6. Total |
|---|---|---|---|---|
| 4a. Personnel | 5,000 | | 10,000 | 15,000 |
| b. Fringe Benefits | 600 | | | 600 |
| c. Travel | 300 | | | 300 |
| d. Equipment | | | | |
| e. Supplies | 1,600 | | | 1,600 |
| f. Other *as described in budget narrative* | | | | |
| 5. Totals | 7,500 | | 10,000 | 17,500 |
| | *max. $7500* | | | |

**Amateur Radio Communications Initiative**
**Budget Summary Narrative**

**4a. Personnel:** *Federal Funds* - $5,000 towards a part time employee's salary
*Cash Match* - $5,000 in Disaster Services Volunteer hours

*Total* - $15,000

**4b. Fringe Benefits:** *Federal Funds* - $600

**4c. Travel:** *Federal Funds* - $300

**4d. Equipment:** N/A

**4e. Supplies:** *Federal Funds* - $1,600 in training supplies

**4f. Other:** N/A

**Totals:** *Federal Funds* - $7,500
*In-Kind Match* - $10,000

# Budget Summary

*(Instructions on back)*

Attachment # 1

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**1. Organization (Name and complete address)**

Leon County Volunteer Center 918 Railroad Ave Tallahassee Fl 32310

**2. Employer Identification Number**

47-00-025805-53C

**3. Program Title and Period**

Business Continuity

| | Federal Funds | Cash Match | In-Kind Match | Total |
|---|---|---|---|---|
| 4a. Personnel | 5,000 | | 10,000 | 15,000 |
| b. Fringe Benefits | 600 | | | 600 |
| c. Travel | 600 | | | 600 |
| d. Equipment | | | | |
| e. Supplies | 1,300 | 10,000 | 1,300 | 12,600 |
| f. Other *as described in budget narrative* | | | | |
| 5. Totals | 7,500 | 10,000 | 11,300 | 28,800 |
| | *max. $7500* | | | |

**Business Continuity**
**Initiative**
**Budget Summary Narrative**

**4a. Personnel:** *Federal Funds* - $5,000 towards a part time employee's salary
*In-Kind Match* - $10,000 in Disaster Services Volunteer hours

*Total* - $15,000

**4b. Fringe Benefits:** *Federal Funds* - $600

**4c. Travel:** *Federal Funds* - $600

**4d. Equipment:** N/A

**4e. Supplies:** *Federal Funds* - $1,300 in training supplies
*Cash Match* - $10,000 NOAA Weather Radios
*In-Kind Match* - $1,300 in training supplies

*Total* - $12,600

**4f. Other: N/A**

**Totals:** *Federal Funds* - $7,599
*Cash Match* - $510,000
*In-Kind Match* - $11,300