BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: August 18, 2004 Division: County Administrator

Bulk Item: Yes X No ____ Department: Fire Rescue

AGENDA ITEM WORDING: Approval of a Subgrant Agreement for Equipment for Florida Strategy with Florida Department of Financial Services to acquire goods, equipment and supplies for use in training and participation as a State of Florida Regional Response. The County further waives its policy requirement for Monroe County venue and consents to venue being in Leon County.

ITEM BACKGROUND: The State of Florida is vulnerable to a wide array of disasters, which includes terrorist acts. In order to improve the capability and the coordination of the State of Florida and its local and regional agencies of government to respond to terrorist acts, the Department has prepared and had approved by the U.S. Department of Justice, the State and Local Domestic Preparedness Equipment Program Florida Strategy, dated September 20, 2001, ("the Florida Strategy"), to allow the State of Florida to participate in the program. As a result, the Department of Financial Services has received grant funds from the federal government and has the authority to subgrant these funds to improve the disaster response capabilities of local governments. The Department of Financial Services has elected to subgrant goods, equipment (not to exceed $19,000) and supplies to Monroe County Fire Rescue for use in training and participation as a State of Florida Regional Response.

PREVIOUS RELEVANT BOCC ACTION: None.

CONTRACT/AGREEMENT CHANGES: N/A

STAFF RECOMMENDATIONS: Approval.

TOTAL COST: $ .00 **BUDGETED:** Yes ____ No ___

SOURCE OF FUNDS: Grant

REVENUE PRODUCING: Yes ___ No X **AMOUNT PER MONTH** ___ **Year** ___

APPROVED BY: County Atty Yes OMB/Purchasing Yes Risk Management Yes

FIRE CHIEF APPROVAL: Clark O. Martin, Jr.

DIVISION DIRECTOR APPROVAL: James L. Roberts 8/3/04 ACTING COUNTY ADMINISTRATOR JAMES R. PHROS

DOCUMENTATION: Included X To Follow ____ Not Required ____

DISPOSITION: ____ **AGENDA ITEM #** C11

Revised 1/03

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract #

Contract with: Florida Department of Financial Services

Effective Date:

Expiration Date: Life of Equipment

Contract Purpose/Description: Goods, equipment and supplies agreement with Florida Department of Financial Services whereas goods, equipment and supplies are granted to Monroe County Fire Rescue for use in training and participation as a State of Florida Regional Response Asset.

Contract Manager: Susan Hover (Name) 6088 (Ext.) Fire Rescue (Department)

for BOCC meeting on 08/18/04 Agenda Deadline: 08/03/04

CONTRACT COSTS

Total Dollar Value of Contract: $ 0.00

Current Year Portion:

Budgeted? Yes ☐ No ☐ Account Codes:- ____-____-____-____-____

Grant: $_____ ____-____-____-____-____

County Match: $_____ ____-____-____-____-____

____-____-____-____-____

ADDITIONAL COSTS

Estimated Ongoing Costs: $ nominal /yr

For: Potential reimbursable overtime costs for an out of county deployment.

(Not included in dollar value above)

(eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	8/3/2004	Yes ☐ No ☑	[signature] County Administrator	8/3/2004
Risk Management	7-26-04	Yes ☐ No ☑	M. Shuck	7-26-04
O.M.B./Purchasing	07/14/04	Yes ☐ No ☑	Salvatore Zappulla	7/26/04
County Attorney	7/9/04	Yes ☐ No ☑	[signature]	7/13/04

Comments: State Dept. would not change venue. Approval by BOCC requires waiver of County policy that venue be in Monroe County.

OMB Form Revised 9/11/95 MCP #2

Contract Number: ___-NF-00-00-00-00-___

CFDA Number: 16.007

SUBGRANT AGREEMENT FOR
EQUIPMENT FOR FLORIDA STRATEGY
(DOJ Funding Cycle 2002-04)

THIS AGREEMENT is entered into by and between the State of Florida, Department of Financial Services, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Department"), and Monroe County Board of County Commissioners for its Fire Rescue Department with headquarters in Marathon, Florida (hereinafter referred to as the "Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING FACTS:

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

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

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

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

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

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

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

(1) SCOPE OF WORK.

The Recipient shall fully perform the obligations in accordance with the Scope of Work,

Attachment B of this Agreement.

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

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

(3) PERIOD OF AGREEMENT.

This Agreement shall begin upon execution by both parties and continue for the normal operating lifetime or shelf life of said goods and equipment, unless terminated earlier in accordance with the provisions of paragraph (7) of this Agreement. The condition and/or depletion of equipment will be reported annually as required by the Scope of Work, Attachment B of this Agreement.

(4) MODIFICATION OF CONTRACT.

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

(5) RECORDKEEPING

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

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

1. If any litigation, claim or audit is started before the expiration of the five-year period and extends beyond the five-year period, the records will be maintained until all litigation, claims or audit findings involving the records have been resolved.

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

3. Records relating to real property acquisition shall be retained for five years after closing of title.

(c) All records, including supporting documentation of all program costs, shall be sufficient to determine compliance with the requirements and objectives of the Scope of Work - Attachment B - and all other applicable laws and regulations.

(d) The Recipient, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to the Department, its employees, and agents. "Reasonable" shall be construed according to the circumstances but ordinarily shall mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by the Department.

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

(6) LIABILITY.

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

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

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

(7) DEFAULT; REMEDIES; TERMINATION.

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

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

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

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

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

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

otherwise provided at law or in equity:

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

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

3. Exercise any corrective or remedial actions, to include but not be limited to, requesting additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance, issuing a written warning to advise that more serious measures may be taken if the situation is not corrected, advising the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or requiring the Recipient to reimburse the Department for the amount of costs incurred for any items determined to be ineligible;

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

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

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

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

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

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

(8) NOTICE AND CONTACT.

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

(b) The Department designates Allen Lovvorn , Division of State Fire Marshal, as the Department's Contract Manager. All communications, written or oral, relating to this Agreement shall be directed to him at:

Department of Financial Services

Division of State Fire Marshal

11655 NW Gainesville Rd. Ocala, FL 34482

Telephone: 352/369-2829

Fax: 352/732-1433

Email: lovvorna@dfs.state.fl.us

The Project Officer for this Agreement also is Allen Lovvorn . He can be contacted for technical assistance relating to this Agreement at the above address, telephone 352/369-2829 or e-mail lovvorna@dfs.state.fl.us

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

Name	Chief Clark Martin
Agency	Monroe County Fire Rescue Department
Team Name/Number	753
Telephone:	(305) 289-6010
Fax:	(305) 289-6336
Email	martin-clark@monroecounty-fl.gov

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

(9) OTHER PROVISIONS.

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this Agreement, in any subsequent submission or response to Department request, or in any submission or response to fulfill the requirements of this Agreement, and such information, representations, and materials are incorporated by reference. The lack of accuracy thereof, or any material changes shall, at the option of the Department and with thirty (30) days written notice to the Recipient, cause the termination of this Agreement and the release of the Department from all its obligations to the Recipient.

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

(c) No waiver by the Department of any right or remedy granted hereunder or failure to insist on strict performance by the Recipient shall affect or extend or act as a waiver of any other right or remedy of the

Department hereunder, or affect the subsequent exercise of the same right or remedy by the Department for any further or subsequent default by the Recipient. Any power of approval or disapproval granted to the Department under the terms of this Agreement shall survive the terms and life of this Agreement as a whole.

(d) The Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

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

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

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

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

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

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

and

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

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

(10) AUDIT REQUIREMENTS.

(a) The Recipient agrees to maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of federal resources under this Agreement.

(b) These records shall be available at all reasonable times for inspection, review, or audit by state personnel and other personnel duly authorized by the Department. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

(c) The Recipient shall also provide the Department with the records, reports or financial statements upon request for the purposes of auditing and monitoring the federal resources awarded under this Agreement.

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

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

If the Recipient expends less than $300,000 in Federal awards in its fiscal year, an audit conducted in

accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the Recipient expends less than $300,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such audit must be paid from Recipient resources obtained from other than Federal entities).

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

Department of Financial Services

Division of State Fire Marshal

11655 NW Gainesville Rd.

Ocala, FL 34482-1486

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

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

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

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

Department of Financial Services

Division of State Fire Marshal

11655 NW Gainesville Rd.

Ocala, FL 34482-1486

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

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

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

(11) TERMS AND CONDITIONS.

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

Please note that the equipment provided is not all inclusive and the recipient is required to provide a Basic Life Support Kit (or Advanced Life Support Kit if a state permitted ALS provider), disposable blankets and a backboard with straps.

Additional optional equipment that is desirable to better perform the mission, but is not provided by this Agreement may be found in the document "FASAR Resource Typing Policy 2004" (Florida Association of Search and Rescue) on their webpage http://www.ffca.org/fasar_index.htm.

(12) ATTACHMENTS.

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

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

(c) This Agreement has the following attachments:

Exhibit 1: Funding Sources

Attachment A: Program Rules and Regulations

Attachment B: Scope of Work and Equipment List

(13) FUNDING/CONSIDERATION

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

(14) STANDARD CONDITIONS.

The Recipient agrees to be bound by the following standard conditions:

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

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

(c) If otherwise allowed under this Agreement, all bills for any travel expenses shall be submitted in accordance with Section 112.061, Fla. Stat.

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

(e) The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Department.

(15) LEGAL AUTHORIZATION.

The Recipient certifies with respect to this Agreement that it possesses the legal authority to receive the funds to be provided under this Agreement and that, if applicable, its governing body has authorized, by

resolution or otherwise, the execution and acceptance of this Agreement with all covenants and assurances contained herein. The Recipient also certifies that the undersigned possesses the authority to legally execute and bind Recipient to the terms of this Agreement.

(16) RECEIVING AND INSPECTION CONTACT.

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

Monroe County Fire Rescue
490 63rd Street Oceanside
Marathon, FL 33050

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

Recipient

MONROE COUNTY BOARD OF
COUNTY COMMISSIONERS

BY: _____

Name: Murray E. Nelson

Title: Mayor

Date: _____

FEID # _____

Attest: Danny L. Kolhage, Clerk

BY: _____

Name: _____

Title: Deputy Clerk

Date: _____

Department

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES

BY: _____

Randall W. Napoli, Director
Division of State Fire Marshal

Date: _____

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
SUZANNE A. HUTTON
ASSISTANT COUNTY ATTORNEY
Date 7/13/04

EXHIBIT – 1

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

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

Federal Program: United States Department of Justice, Office of Justice Programs (Funding Cycle 2002-04)
CFDA: 16.007
Equipment Value: Not to exceed $19,000.00

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

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

Federal Program:

Department of Justice Domestic Preparedness Equipment Grant must be used to purchase equipment for use in Domestic Preparedness off the Department of Justice Authorized Equipment List.

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

Chemical, Biological and Radiological Detection Equipment, Personal Protective Equipment, Decontamination Equipment, and Communications Equipment.

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

N/A

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

N/A

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

Attachment B

Scope of Work
Type IV Light Technical Rescue Team

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

The Recipient shall maintain ownership (limited by Paragraph 5 below) of said goods and equipment, in a satisfactory operational condition, provided to it under this agreement (see Equipment List below) for the normal expected operating lifetime or shelf life of said goods and equipment. This includes routine maintenance, repairs, calibration, etc. The Recipient is not responsible for replacing goods or equipment that has reached the end of its normal life expectancy or exceeded its posted shelf life. The Recipient shall replace and potentially be reimbursed through local, state, or federal reimbursement processes or agreements for, all disposable goods and supplies expended for emergency response, training, or exercises conducted in accordance with the Florida Comprehensive Emergency Management Plan. The Recipient will be given preference with respect to access to additional funding that may allow for equipment maintenance, replacement or repair, as well as training and exercises. At this time the parameters to any additional monies have not been defined. Recipient will be notified if additional monies become available.

The equipment, goods, and supplies ("the eligible equipment") provided under this agreement are for the purposes specified in the State and Local Domestic Preparedness Equipment Program Florida Strategy, hereinafter referred to as the "Florida Terrorism Strategy" or the Florida Comprehensive Emergency Management Plan. The Recipient specifically agrees to:

1. Participant agrees to provide Type IV "Light Technical Rescue Team" urban search and rescue capability to the citizens of Florida primarily in their jurisdiction, and region.

2. Response for local emergencies are not subject to reimbursement unless in accordance with the statewide mutual aid agreement or other emergency response purpose as specified in the "Florida Terrorism Strategy" and within the State. Participant agrees to respond with equipment and personnel to incidents requiring an urban search and rescue effort in their jurisdiction, regionally, and if requested for a statewide response, for so long as this Agreement remains in effect. Prior to requesting a response, the Department will take prudent and appropriate action to determine that the level or intensity of the incident is such that the specialized equipment and resources are necessary to mitigate the outcome of the incident. Any State request for deployment of the Team shall be preceded by a "Mission Number" to be issued by the State of Florida, Division of Emergency Management and/or Division of State Fire Marshal, or other mechanism that provides for the reimbursement of costs associated with said deployment.

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

4. The Recipient shall submit an annual report to the Department, which is due to be received by the Department no later than January 31 for the previous calendar year. This Report will verify the participation in the activities as required by Paragraph 3, as well as the condition and/or depletion of the equipment.

5. The Recipient shall not transfer, rent, sell, lease, alienate, donate, mortgage, encumber or otherwise dispose of the eligible equipment without the prior written consent of the Department.

6. The Recipient is responsible for the transportation of personnel and conveyance of equipment. Six (6) trained team members and the equipment shall be deployable in less than one hour for local or regional response.