

Lee County Board Of County Commissioners

Agenda Item Summary

Blue Sheet No. 20020476

1. REQUESTED MOTION:

ACTION REQUESTED:

Authorize acceptance of a Subgrant Agreement for Equipment for Florida Strategy with the State of Florida, Department of Community Affairs for the purpose of receiving terrorism response specialized equipment and participation in the State of Florida Terrorism Response System.

WHY ACTION IS NECESSARY: All agreements must be approved by the Board of County Commissioners.

WHAT ACTION ACCOMPLISHES: Furnishes certain equipment and supplies in order to fulfill the purposes of the Florida Terrorism Response Strategy.

2. DEPARTMENTAL CATEGORY:
COMMISSION DISTRICT #:

C 7 B

3. MEETING DATE:

05-14-2002

4. AGENDA:

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON
- TIME REQUIRED:

5. REQUIREMENT/PURPOSE:
(Specify)

- STATUTE
- ORDINANCE
- ADMIN. CODE
- OTHER

6. REQUESTOR OF INFORMATION:

- A. COMMISSIONER
- B. DEPARTMENT
- C. DIVISION Public Safety
- BY: John D. Wilson, Director *[Signature]*

7. BACKGROUND:

This is a goods, equipment and supplies grant Agreement. The State of Florida is vulnerable to a wide array of disasters, which includes disasters caused by terrorist acts. The subgrant agreement provides reimbursement through local, state, or federal reimbursement processes or agreements for all goods and supplies expended for emergency response, training, or exercises conducted in accordance with the Florida Comprehensive Emergency Management Plan.

Upon notification, Lee County EMS will respond to any and all incidents within its regional response area with all available and eligible equipment and resources which it needs and is reasonably required for the response, for so long as this agreement remains in effect. Prior to requesting a response, the State of Florida, Department of Community Affairs 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.

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.

Attachment A: Four (4) Subgrant Agreements #02-NF-00-00-00-931

8. MANAGEMENT RECOMMENDATIONS: Authorize approval of grant award.

9. RECOMMENDED APPROVAL:

B	C	D	E	F	G
Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services Risk	County Manager
<i>[Signature]</i>			<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>

10. COMMISSION ACTION:

- _____ APPROVED
- _____ DENIED
- _____ DEFERRED
- _____ OTHER

RECVD.
by CO. ATTY.
[Signature]
CO. ATTY.
FORWARDED TO:
[Signature]
5/14/02 9:30 AM

RECEIVED BY
COUNTY ADMIN. *[Signature]*
5/14/02
COUNTY ADMIN.
FORWARDED TO:
[Signature]

Contract Number: 02-NF-00-00-00-931

CFDA Number: 16.007

**SUBGRANT AGREEMENT FOR
EQUIPMENT FOR FLORIDA STRATEGY**

THIS AGREEMENT is entered into by and between the State of Florida, Department of Community Affairs, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Department"), and Lee County Division of Public Safety (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 shall end March 31, 2007, unless terminated earlier in accordance with the provisions of paragraph (9) 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 three 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 record, 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, the Recipient shall be solely responsible to parties with whom it shall deal in carrying out the terms of this agreement, and shall save the Department harmless against all claims of whatever nature by third parties arising out of the performance of work under this agreement. For purposes of this agreement, Recipient agrees that it is not an employee or agent of the Department, but is an independent contractor.

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

intended to serve as a waiver of sovereign immunity by any Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(7) DEFAULT

(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, 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, and has not cured such in timely fashion, or is unable or unwilling to meet its obligations thereunder;

2. 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;

3. If the Recipient has failed, to a substantial degree, 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, terminate this Agreement, provided that the Recipient is given at least thirty (30) days prior written notice of such termination. The notice shall be effective when placed in the United States mail, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address set forth in paragraph (10) herein;

(c) The Department may terminate this Agreement for cause upon such written notice

as is reasonable under the circumstances. Cause shall include, but not be limited to, misuse of funds; fraud; lack of compliance with applicable rules, laws and regulations; failure to perform in a timely manner; and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Fla. Stat., as amended.

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

(e) In addition to any other remedies, the Recipient shall return to the Department any 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.

(f) This Agreement may be terminated by the written mutual consent of the parties. In addition, the Recipient 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 shall 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 Debbie Boyette, Division of Emergency Management, as the Department's Contract Manager. All communications, written or oral, relating to this Agreement shall be directed to her at:

Department of Community Affairs
Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Telephone: 850/413-9972
Fax: 850/488-5777
Email: debbie.boyette@dca.state.fl.us

The Project Officer for this Agreement is John Wassell. He can be contacted for technical assistance relating to this Agreement at the above address, telephone 850/410-1599, or e-mail

john.wassell@dca.state.fl.us.

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

Chris Hansen
EMS Program Director
Lee County Division of Public Safety
P.O. Box 398
Ft. Myers, Florida 33902
Telephone: 941-335-1604
Fax: 239-335-1638
Email: CHRISH@leegov.com

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

The Department of Community Affairs at each of the following addresses:

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

and

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

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

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

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

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

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

and

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

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

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

(i) The Recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of five years from the date the audit report is issued, and shall allow the Department, or its designee, the Comptroller, or Auditor General access to such records upon

request. The Recipient shall ensure that audit working papers are made available to the Department, or its designee, the Comptroller, or Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

(11) TERMS AND CONDITIONS.

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

(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) If otherwise allowed under this Agreement, the Agreement may be renewed on a yearly basis for a period of up to two (2) years after the initial agreement or for a period no longer than the term of the original agreement, whichever period is longer, specifying the terms under which the cost may change as determined in the invitation to bid, request for proposals, or pertinent statutes or regulations.

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

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

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

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

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

(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 Chris Hansen at the shipping address:

14752 Ben C. Pratt Parkway
Six Mile Cypress Parkway
Ft. Myers, Florida 33912

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

Recipient

Lee County Division of Public Safety

BY: _____

Name: _____

Title: _____

Date: _____

FEID # _____

STATE OF FLORIDA
DEPARTMENT OF COMMUNITY AFFAIRS

BY: _____

W. Craig Fugate, Director

Division of Emergency Management

Date:

EXHIBIT – 1

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

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
CFDA: 16.007
Equipment Value: \$184,496.00

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:

1. 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.
2. Recipients of FY 1999 grant monies cannot be Nunn-Lugar-Domenici Participants.

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

1. 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 A

Program Statutes and Regulations

Chapter 252, Florida Statutes

28 C.F.R.

Attachment B

Scope of Work

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 in the State of Florida Terrorism Response System.

The Recipient shall maintain, in a satisfactory operational condition, all goods and equipment 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 goods and supplies expended for emergency response, training, or exercises conducted in accordance with the Florida Comprehensive Emergency Management Plan. 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. Upon notification by the Department, the Recipient will in accordance with the statewide mutual aid agreement or other emergency response purpose as specified in the "Florida Terrorism Strategy" respond to any and all incidents within its regional response area with all available and eligible equipment and resources which it needs and is reasonably required for the 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.
2. 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. To verify the participation in these activities, 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.
3. 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.

The Recipients 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.

DOJ Equipment - Emergency Medical Services, Revised: 3/26/02

EQUIPMENT LISTS ARE CURRENT AS OF 4/11/02. SOME CHANGES IN EQUIPMENT TYPE, QUANTITY AND VALUE MAY OCCUR WITH MUTUAL AGREEMENT BETWEEN THE STATE AND THE RECIPIENT TEAM. IT IS ANTICIPATED THAT THE TOTAL VALUE INDICATED WILL BE SIGNIFICANTLY REDUCED BY COMPETITIVE BID AND QUANTITY PROCUREMENT PRACTICES.

SEVEN TEAMS (Escambia County Public Safety, Tallahassee Memorial EMS, Jacksonville Fire Rescue, Hillsborough County Fire Rescue, Orange County Fire Rescue, Lee County Division of Public Safety, and Broward County Fire Rescue)

Quantity	2002 FUNDS	99-01 FUNDS	Item	Unit	Type/Model	Manufacturer	Model	Unit Value	Regional Value	Total Value	DEFER TO 2002	1999-2001 FUNDS
Protective Equipment												
100		100	Hooded Chem Suit	each	Level "C"	Dupont Tyvek	Tyvek "F"	15.00	1,500.00	10,500.00	0.00	10,500.00
50		50	Gloves	box/100	Nitrile	Ansell Edmont	Touch Tuff	16.00	800.00	5,600.00	0.00	5,600.00
100	50	50	PAPR	each	Full Face	3M	Breath Easy	220.00	22,000.00	154,000.00	77,000.00	77,000.00
100	50	50	PAPR	each	Turbo Units	3M	Breath Easy	490.00	49,000.00	343,000.00	171,500.00	171,500.00
100	50	50	PAPR	each	Smart Charger	3M	Breath Easy	140.00	14,000.00	98,000.00	49,000.00	49,000.00
100	50	50	PAPR	each	Breathing Tube	3M	Breath Easy	85.00	8,500.00	69,500.00	29,750.00	29,750.00
100	50	50	PAPR	6/Cs	NBC Filter Cartridges	3M	Breath Easy	200.00	20,000.00	140,000.00	70,000.00	70,000.00
100	50	50	Boots	Pair	Chemical Resistant	Tingley	PVC Safety	13.50	1,350.00	9,450.00	4,725.00	4,725.00
1000		1000	Coverall	each	Tyvek	Dupont	Patient / Victim	10.00	10,000.00	70,000.00	0.00	70,000.00
Detection Equipment												
1		1	Chem Detection Paper	Pad	M-8	Military		300.00	300.00	2,100.00	0.00	2,100.00
2		2	Detection Paper	Roll	M-9	Military		60.00	120.00	840.00	0.00	840.00
Medications												
1000		1000	Antidote Kit	30/cs	Mark I	Meridian Med Tech	Auto Injector	18.00	18,000.00	126,000.00	0.00	126,000.00
20		20	Antidote Kit	each	Cyanide	Akorn, Inc		245.00	4,900.00	34,300.00	0.00	34,300.00
500		500	Diazepam	16/cs	Pre-filled Doses	Meridian Med Tech		13.08	6,540.00	45,780.00	0.00	45,780.00
Other Equipment												
15		15	MC O2 Manifold Kit	each	With O2 Supply & Adjuncts	LSI		800.00	12,000.00	84,000.00	0.00	84,000.00
150		150	Body Bags	each	NBC Compatible	BID		100.00	15,000.00	105,000.00	0.00	105,000.00
300		300	Gear Bags	each	Custom	BID		85.00	25,500.00	178,500.00	0.00	178,500.00
1		1	Trailer	each	For Cache Transport	Wells Cargo		22,000.00	22,000.00	154,000.00	0.00	154,000.00
20		20	Litter	each	BC-25223	Reeves		255.80	5,116.00	35,812.00	0.00	35,812.00
4		4	All Terrain Stretcher Wheels	each	Raven	Reeves		1,100.00	4,400.00	30,800.00	0.00	30,800.00
20	20	0	UHF/VHF 32 Channel Radio	each	FTH-2070-D-16	Vertex Standard		989.00	19,780.00	138,460.00	138,460.00	0.00
20	20	0	Battery Charger	each	NC-16	Vertex Standard		123.00	2,460.00	17,220.00	17,220.00	0.00
20	20	0	Spare Battery	each	FNB-16	Vertex Standard		117.00	2,340.00	16,380.00	16,380.00	0.00
20	20	0	Speaker Mikes	each	VX-MH-20A12C	Vertex Standard		91.00	1,820.00	12,740.00	12,740.00	0.00
20	20	0	Swivel Case	each	LCC-2070A/LCS-2	Vertex Standard		62.00	1,240.00	8,680.00	8,680.00	0.00
500		500	Triage Tags	25/Pack	Mettags	Mettags		0.90	450.00	3,150.00	0.00	3,150.00
500		500	Visor Protectors	each	For PAPR	BID		0.89	445.00	3,115.00	0.00	3,115.00
TOTAL									269,561.00	1,886,927.00	595,455.00	1,291,472.00