

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Subgrant Agreement for Florida Domestic Preparedness Strategy–Hazmat Sustainment

DEPARTMENT: Public Safety **DIVISION:** EMS/Fire/Rescue

AUTHORIZED BY: *KMR* Kenneth M. Roberts **CONTACT:** *TSS* Terry Schenk **EXT.** 5002

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|--|
| Agenda Date <u>4/26/2005</u> Regular <input type="checkbox"/> Consent <input checked="" type="checkbox"/> Work Session <input type="checkbox"/> Briefing <input type="checkbox"/> |
| Public Hearing – 1:30 <input type="checkbox"/> Public Hearing – 7:00 <input type="checkbox"/> |

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute the “Sustainment Funds to Assure WMD Operational Capability of Existing Hazardous Materials Teams – Subgrant Agreement for Florida Domestic Preparedness Strategy,” with the State of Florida.
(Terry Schenk, Fire Chief)

BACKGROUND:

In accordance with the Florida Domestic Preparedness Strategy, the Florida Department of Financial Services, Division of State Fire Marshal, is administering a Federal Department of Homeland Security Subgrant. The purpose of this Subgrant is for the State to provide Seminole County with a towing vehicle for the hazmat emergency response trailer provided under a prior Subgrant Agreement. It will also provide funds for the sustainment of hazmat equipment and the replacement of hazmat supplies provided under the same prior Subgrant (BCC Agenda 5/28/2002).


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|---|
| Reviewed by: |
| Co Atty: <u><i>[Signature]</i></u> |
| DFS: <u><i>[Signature]</i></u> |
| Fleet: _____ |
| Ins.: _____ |
| Grants: _____ |
| DCM: <u><i>SS</i></u> |
| CM: <u><i>[Signature]</i></u> |
| File No. <u>CPSF02</u> |

Seminole County's Special Hazards & Operations Team has been identified, by both Regional and State officials, as a critical resource in the event of a terrorism incident involving a chemical, biological, or radiological agent. The State of Florida, through federal grant funding, wishes to assist in the sustainment of our capabilities to protect the citizens of Seminole County and to serve as a key emergency response resource, should a major terrorism incident strike the Central Florida region. The allocation of this equipment and funds will help to maintain our level of preparedness for these types of incidents.

The value of this agreement is approximately \$79,950.91; the tow vehicle is valued at \$69,587.00, with the balance of \$10,363.91 being provided for hazmat equipment sustainment and hazmat supply replacement. There is no requirement for matching local funds.



FLORIDA STATE FIRE MARSHAL
Bureau of Fire Standards & Training

DATE: December 20, 2004
TO: WMD Hazardous Materials Teams
FROM: Dave Casey, Bureau Chief 
RE: Contract for Tow Vehicle, Equipment Maintenance

Attached is the contract for the above to be provided to your agency. Funding comes from the FY04 State Homeland Security Program Federal Program grant that goes to the Florida Department of Community Affairs, Division of Emergency Management. The Department of Financial Services, Division of State Fire Marshal is administering the portions of the grant going to Florida's fire services.

This agreement has an approximate value for the tow vehicle and maintenance of the monitoring equipment of \$79,950.91.

The attached document is the contract in Word format. The text of the document is locked, and the areas that you need to complete are "form fillable". We hope this method will expedite the process of you being able to forward the document through your local government's process to get it signed, and return three signed copies to us for execution.

The information that you need to provide is as follows: Page 1, first paragraph needs the legal name of your agency; section 8 (c) the representative of the recipient agency responsible for the administration of the agreement including the name of the Chief, fire department, phone number, fax number and email. In Section 16 you must provide the name of the person responsible to sign for and inspect all goods and equipment provided under the agreement, the shipping address. You will need to complete on the signature page the name(s) of the person(s) authorized to sign the contract, their title and a federal identification number (FEID) for the agency.

On top of the contract there is a blank for contract number that will be entered when the documents are returned to us at:

Ms. Regina Saueracker
Department of Financial Services
Division of State Fire Marshal
11655 NW Gainesville Rd.
Ocala, FL 34482-1486

As soon as the contracts are received we will be able to release the maintenance funds, and the trucks to tow the hazardous materials trailers are on order now.

I wasn't able to make the recent conference call but I have been told that Dan Wouters from Martin County and chairman of FLAHR is taking the point position in the federal funding matters. Dan did very well representing you in the recent Domestic Security Funding Strategy meetings in Orlando, and should be a good call.

Contracts are being prepared right now for 04 funding. If you survived the Type IV Light Technical Rescue contracting, you will understand why we are doing it differently this time. You should expect the contract in word template (.dot) format directly. This will allow you to fill out your agency information exactly as you need it., and then return it to us signed. No distribution of the funds or vehicles will be possible without the signed agreement.

We plan to host a meeting here at the Florida State Fire College to work on the other issues and to define our strategy and training methodologies as a group. I hope to have that meeting before Fire Rescue East, to give you enough time for the contract process to go through.

The first round will be:

Light Rescue Truck for Towing Trailers and Transport of Equipment (vehicle provided to recipient): approximate value \$69,587.00

HazMat Equipment Sustainment: Funding provided to recipient to purchase replacement PPE, maintenance items for detection equipment, and calibration equipment: value \$10,363.91

The agreement will stipulate the \$10,363.91 is for your use per the above definition, and you must have an accounting for it, but we are not expecting anything back from it at the end of the year.

The truck will be titled to your agency, and you will need to insure it, maintain it, love it, etc. It may be lettered for your agency, even painted if you so desire. There are only three strings attached; its primary mission is to tow the hazardous materials trailer or a suitable alternative. You can't sell it, trade it, etc., and if you stop providing the service, the vehicle reverts to state property to be reissued to whoever takes over that function.

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

CFDA Number: 97.004

**SUSTAINMENT FUNDS TO ASSURE WMD OPERATIONAL CAPABILITY OF
EXISTING HAZARDOUS MATERIALS TEAMS
SUBGRANT AGREEMENT FOR
FLORIDA DOMESTIC PREPAREDNESS STRATEGY
(State of Florida Funding Cycle 2004-5)**

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 Seminole County (hereinafter referred to as the "Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING FACTS:

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

D. WHEREAS, the Department of Community Affairs has received these funds from the federal government and has duly contracted with the Department of Financial Services / Division of State Fire Marshal to manage certain funds by way of a subgrant agreement; and the Division has chosen to subgrant such funds to the Recipient upon the terms and conditions hereinafter set forth; and

E. 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. Notwithstanding any other provision in this agreement, the obligations contained in this paragraph, (1) "Scope of Work," and Exhibit "STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT..." or such other provisions as it may apply, shall continue for the duration of this agreement and shall survive the termination of this agreement. Each resource awarded to the recipient pursuant to this agreement must continue to be used for the purposes described in this agreement for the entire operating life or shelf life of the resource. Should any resource be used for any purpose other than the purposes described in this agreement, the title to, or ownership of, such resource shall revert to, and become the

property of, the Department of Financial Services. This paragraph may be enforced by judicial proceedings in any court having jurisdiction, or by administrative proceedings under Chapter 120, Florida Statutes, or by any other applicable or appropriate proceedings.

(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.

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:

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;

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

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: Allen.Lovvorn@fldfs.com

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: Allen.Lovvorn@fldfs.com

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

| | |
|------------|--|
| Name | Terry L. Schenk, Fire Chief |
| Agency | Seminole County EMS/Fire/Rescue Division |
| Telephone: | 407-665-5002 |
| Fax: | 407-665-5010 |
| Email | tschenk@seminolecountyfl.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 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.

(a) Please note that the equipment provided is not all-inclusive and the recipient is required to provide additional equipment following State Emergency Response Commission recommendations.

(b) As a term of this agreement, the recipient agrees to maintain training of their personnel and team preparedness and availability to respond and to be a regional and statewide response asset.

(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 Malcolm E. Trigg, Battalion Chief at the shipping address:

203 W. County Home Rd
Sanford, FL 32773

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

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
BY:

Randall W. Napoli, Director
Division of State Fire Marshal

Date:

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
BY:

Paul Mitchell, Chief of Staff

Department of Financial Services

Date:

ATTEST

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By
CARLTON HENLEY, Chairman

Date: _____

For the use and reliance
Of Seminole County only.

Approved as to form and
Legal sufficiency

As authorized for execution
By the Board of County Commissioners
At their _____, 20____
regular meeting.

County Attorney

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: Department of Homeland Security – Office of Domestic Preparedness
97.004 – FY04 State Homeland Security Program
CFDA: 97.004
Approximate value of vehicle and sustainment funds: \$79,950.91

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:

Recipient is to use funding to perform eligible activities as identified in the Office of Domestic Preparedness Fiscal Year 2004 State Homeland Security Grant Program (SHSGP), consistent with the Department of Homeland Security Homeland State Strategy.

2. Recipient is subject to all administrative and financial requirements or will be in violation with the terms of the agreement.

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

Light Rescue Truck for Towing Trailers and Transport of Equipment (vehicle provided to recipient):
approximate value \$69,587.00

HazMat Equipment Sustainment: Funding provided to recipient to purchase replacement PPE, maintenance items for detection equipment, and calibration equipment: value \$10,363.91

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

This agreement is entered into as an addendum to current statewide mutual aid agreements and is for the purpose of receiving specialized equipment and continued participation as a local and regional responder and in case of declared emergency, 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, insurance for the vehicle, 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. The Recipient specifically agrees to:

- Participant agrees to provide Hazardous Materials Team response 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. 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 and training status of the team, as well as the condition and/or depletion of the equipment.
4. 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 Recipient may make such modifications as desired to provided vehicle such as local markings, etc. that do not adversely effect the vehicle's compliance with NFPA, USDOT or other vehicle standards. The Department will provide permanent markings indicating the funding source.