Memorandum

MIAMI-DADE COUNTY

Date: October 5, 2004

Agenda Item No. 3(O)(10)(C)

To: Honorable Chairperson Barbara Carey-Shuler, Ed.D and Members, Board of County Commissioners

From: George M. Burgess
County Manager

Subject: Mass Casualty Support Unit & Equipment Award

Recommendation

It is recommended that the Board approve the attached resolution authorizing the County Manager to execute an agreement with the Florida Department of Health to receive equipment valued at $628,572 for Miami-Dade Fire Rescue (MDFR) Department response to mass casualty incidents in Florida's Region 7. The annual maintenance of this equipment is estimated to cost $20,000.

Background

Since 2002, Florida's Domestic Oversight Board, under the guidance of Florida's Comprehensive Emergency Management Plan, has worked with the federal government to appropriate funds to fire departments for the purchase of Mass Casualty Support Units (trailer) & Equipment. The unit & equipment are used within specific regional response areas for disaster response. MDFR is one of four counties within Florida chosen as a "Year One" site for the placement of a unit.

The Mass Casualty Support Unit & Equipment was purchased by the state for the County and delivered directly to MDFR. The unit includes a 48-foot trailer and F-750 Super Duty chassis cab tractor. Pursuant to contract requirements, the included equipment can only be utilized in the case of a mass casualty incident. Furthermore, the contract requires the receiving agency (MDFR) to participate in four regional exercises per year, which are already part of Miami-Dade County's Emergency Management Plan. In the case of an incident, MDFR may be required to deploy up to five Hazardous Materials Task Forces, each including 25 MDFR personnel.

Future funding to re-stock expired equipment is not guaranteed by the funding agency. MDFR estimates that the annual cost to maintain the equipment is $20,000. This amount includes personnel & fringe costs associated with tracking and maintaining the equipment cache and vehicle fuel for travel to regional exercises. In the case of an incident, the cost to deploy MDFR personnel is covered by the funding agency or the Federal Emergency Management Agency (FEMA).

The Florida Department of Health (FDH) is the procuring agency for the Mass Casualty Support Unit & Equipment. FDH contacted the MDFR Office of Grants Management on July 27 requesting that MDFR accept the award of the unit & equipment. This item was placed on the next available Public Safety Committee meeting on September 14, 2004 and the Board of County Commissioners meeting on October 5, 2004.

Susanne M. Torriente
Assistant County Manager

MEMORANDUM

(Revised)

TO: Hon. Chairperson Barbara Carey-Shuler, Ed.D. and Members, Board of County Commissioners

DATE: October 5, 2004

FROM: Robert A. Ginsburg
County Attorney

SUBJECT: Agenda Item No. 3(O)(10)(C)

Please note any items checked.

_____ **"4-Day Rule" ("3-Day Rule" for committees) applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Bid waiver requiring County Manager's written recommendation**

_____ **Ordinance creating a new board requires detailed County Manager's report for public hearing**

_____ **Housekeeping item (no policy decision required)**

_____ **No committee review**

Approved _____ Mayor

Veto _____

Override _____

Agenda Item No. 3(O)(10)(C)

10-5-04

RESOLUTION NO._____

RESOLUTION AUTHORIZING EXECUTION OF RETROACTIVE AGREEMENT WITH THE FLORIDA DEPARTMENTOF HEALTH FOR MASS CASUALTY SUPPORT UNIT & EQUIPMENT FOR MIAMI-DADE FIRE RESCUE EMERGENCY MEDICAL SERVICES DIVISION; AND AUTHORIZING THE COUNTY MANAGER TO EXECUTE MODIFICATIONS AND EXERCISE THE CANCELLATION PROVISION CONTAINED THEREIN

WHEREAS, this Board desires to accomplish the purposed outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DADE COUNTY, FLORIDA, that this Board approves the retroactive agreement between Miami-Dade County and The Florida Department of Health for receiving the Mass Casualty Support Unit & Equipment in substantially the form attached thereto and made part hereof; and authorizes the County Manager to execute same for and behalf of Miami-Dade County, and to exercise the provisions contained therein.

The foregoing resolution was offered by Commissioner , who moved its adoption. The motion was seconded by Commissioner and upon being put to a vote, the vote was as follows:

Dr. Barbara Carey-Shuler, Chairperson
Katy Sorenson, Vice-Chairperson

Bruno A. Barreiro	Jose "Pepe" Diaz
Betty T. Ferguson	Sally A. Heyman
Joe A. Martinez	Jimmy L. Morales
Dennis C. Moss	Dorrin D. Rolle
Natacha Seijas	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 5th day of October 2004. This Resolution and contract, if not vetoed, shall become effective in accordance with Resolution No. R-377-04.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

HARVEY RUVIN, CLERK

Approved by County Attorney as
to form and legal sufficiency. WXC

By:_____
Deputy Clerk

William X. Candela

Jeb Bush
Governor

FLORIDA DEPARTMENT OF HEALTH

John O. Agwunobi, M.D., M.B.A.
Secretary

July 26, 2004

Miami Dade Fire Rescue
Georg Burgess
9300 NW 41st Street, Suite 234
Miami, Florida 33178

Attached please find the sub-recipient agreement between the Florida Department of Health and Miami Dade Fire Rescue for: chemical, biological, and radiological detection equipment, personal protective equipment, decontamination equipment and communications equipment.

The agreement is inclusive of the terms and conditions for the receipt, use, maintenance and deployment of equipment as specified in the State and Local Domestic Preparedness Equipment Program Florida Strategy, hereinafter referred to as the "Florida Strategy".

I would like to once again apologize for the excessive delay in providing you with this agreement so long after you have begun to receive the subject equipment.

With your continued cooperation, we look forward to improving and enhancing our strategic and operational capability to effectively prepare for and respond to Weapons of Mass Destruction (WMD) incidents.

Please sign and date the designated "Recipient block" on page 12 of both enclosed copies. Upon executing the documents, please utilize the enclosed envelope and return the signed documents. Dr. Tynan will then execute the "Department" signature and we will return an original copy to you.

Thank you again for your cooperation, and if you have any questions, or need any additional information, please do not hesitate to contact me.

Raymond Runo
Disaster Preparedness Planner
Florida Department of Health
Division of Emergency Medical Operations
4052 Bald Cypress Way, BIN A22
Tallahassee, Florida 32399-1708
(850) 245-4444 X 2103

AGREEMENT

This agreement is entered into by and between the Florida Department of Health with headquarters in Tallahassee, Florida (hereinafter referred to as "Department "), and the Equipment Recipient Miami Dade Fire Rescue with headquarters in Miami, 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 Recipient represents that is fully qualified and eligible to receive these equipments to provide the service identified herein.

NOW, THERFORE, 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 A 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 (9) of this Agreement. The condition and/or depletion of equipment will be reported annually as required by the Scope of Work, Attachment A of this

Agreement.

(4) MODIFICATION OF AGREEMENT.

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 access to such records upon request. The Recipient shall ensure that audit working papers are made available to the Department 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 A - and all other applicable laws and regulations.

(d) The Recipient, under this Agreement, shall allow access to its records at reasonable times to the Department. "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.

(e) Any additional terms and conditions pertaining to record keeping 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, *Florida Statutes*, 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, *Florida Statutes*, agrees to be fully responsible to the extent provided by Section 768.28, *Florida Statutes*, 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; REMEDIES; TERMINATION.

(a) If the necessary funds are not available to fund this Agreement or if any of the following events occur ("Events of Default"), all obligations on the part of the Department to make any further procurements 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 there under;

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 A.

(b) 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, *Florida Statutes,* as amended.

(c) 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.

(d) 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.

(e) 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, the Recipient must return all supplies and equipment to the Department within 90 calendar days.

(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 Ray Runo, as the Department Contract Manager. All communications, written or oral, relating to this Agreement shall be directed to him at:

Raymond Runo
Florida Department of Health
Division Emergency Medical Operations
4052 Bald Cypress Way Bin A-22
Tallahassee, Florida 32399-1708
Telephone: (850) 245-4444 x2103

(c) The name and address of the Representative of the Recipient responsible for the

administration of this Agreement is:

Miami Dade Fire Rescue
9300 NW 41st Street, Suite 234
Miami, Florida 33178
Telephone: (786) 331-4400
Fax: (786) 331-4401
Email: fd25@miamidade.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 paragraph 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. 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) 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 agency;

2. have not, within a five-year period preceding this Agreement 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)(d)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.

(10) <u>AUDIT REQUIREMENTS</u>

(a) This part is applicable if the Recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the Recipient expends $300,000 or more in Federal awards in aggregate during its fiscal year, the Recipient must have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this attachment indicates Federal funds 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 funds 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 part.

2. In connection with the audit requirements addressed in Part I, paragraph 1., the Recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised. This includes, but is not limited to, preparation of financial statements, a schedule of expenditures of Federal awards, a summary schedule of prior audit findings, and a corrective action plan. S

3. Such audits shall cover the entire organization for the organization's fiscal year. Compliance findings related to agreements with the department shall be based on the agreement requirements, including any rules, regulations, or statutes referenced in the agreement. The financial statements shall disclose whether or not the matching requirement was met for each applicable agreement. All questioned costs and liabilities due to the department shall be fully disclosed in the audit report with reference to the department agreement involved

4. If not otherwise disclosed as required by Section .310(b)(2) of OMB Circular A-133, as revised, the schedule of expenditures of Federal awards shall identify expenditures by agreement number for each agreement with the department in effect during the audit period.

5. 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 funds (i.e., the cost of such audit must be paid from the Recipient funds obtained from other than Federal entities.)

(b) . Copies of audit reports for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the Recipient directly to:

Raymond Runo
Florida Department of Health
Division Emergency Medical Operations
4052 Bald Cypress Way Bin A-22
Tallahassee, Florida 32399-1708
Telephone: (850) 245-4444 x2103

(c) 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.

(e) Any reports, management letter, attestations, or other information are required to be submitted within 45 days after delivery of the audit report but no later than 12 months of the Recipient's fiscal year end (or as otherwise allowed by Florida Statutes) for Local Governmental Entities or whichever occurs first. Non-Profit and For-Profit Organizations are required to be submitted within 45 days after delivery of the audit report but no later than 9 months of the Recipient's fiscal year end (or as otherwise allowed by Florida Statues days. Other submissions should be timely in accordance with OMB Circular A-133 or Florida Statutes, as applicable.

(f) 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 or until resolution of audit findings or litigation related to the terms and conditions of the this agreement

and shall allow the Department of Health or its designee, access to such records upon request. The Recipient shall ensure that audit working papers are made available to the department upon request for a period of five years from the date the audit report is issued, unless extending 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: Scope of Work and Equipment List

(13) FUNDING/CONSIDERATION

This is a goods, equipment and supplies Agreement. The Department will grant to the Recipient certain equipment and supplies, as described in attachment "C" of this agreement, 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, *Florida Statutes*, 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, *Florida Statutes.*

(d) The Department 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, *Florida Statutes*, 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) EQUIPMENT AND PROPERTY MANAGEMENT.

The Recipient shall retain ownership and control over the placement, administration and maintenance of all equipment.

(16) 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.

(17). RECEIVING AND INSPECTION CONTACT.

All goods and equipment provided under this agreement will be shipped

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

For the DEPARTMENT

Florida DEPARTMENT of Health, Division of Emergency Medical Operations

BY: _____

Name: William P. Tynan, M.D., M.P.H.

Title: Director

Date: _____

SAMAS # _____

FEID # _____

For the Recipient:

Miami Dade Fire Rescue

BY: _____

George Burgess, County Manager

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: 2002-04 United States Department of Justice, Office of Justice Programs, State Domestic Preparedness Program
CFDA: 16.007
Equipment Value: $253,166.60

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.

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

None

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

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 as a State of Florida Regional Response Asset.

The Recipient shall maintain ownership (limited by Paragraph 4 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 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. 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," ensure that each agency with which the equipment is placed responds 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. The equipment is to be utilized in the event of emergencies, including, but not limited to, terrorism-related hazards. The Recipient shall place the equipment throughout the State of Florida in such a manner that, in the event of an emergency, the equipment can be deployed on the scene of the emergency within two (2) hours of a request for said deployment.

3. During the term of this agreement, the Recipient shall ensure that each agency with which the equipment is placed 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 notify the Department one year in advance of the expiration of the equipment's posted shelf-life or normal life expectancy. The Recipient shall notify the Department when the equipment has been expended.

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.