

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF GAINESVILLE FOR THE STATE OF FLORIDA, DEPARTMENT OF COMMUNITY AFFAIRS, AUTHORIZING THE MAYOR TO EXECUTE THE SUBGRANT AGREEMENT TO RECEIVE SPECIALIZED EQUIPMENT AND CONTINUE PARTICIPATION AS A LOCAL AND REGIONAL RESPONDER IN CASE OF DECLARED EMERGENCY, A STATE OF FLORIDA RESPONSE ASSET.

WHEREAS, the State of Florida, Department of Community Affairs (Department), is vulnerable to a wide array of disasters; and

WHEREAS, the City of Gainesville is prepared to participate in the Homeland Security Grant program by accepting subgrant funds from the Department of Community Affairs through the Department of Financial Services/Division of State Fire Marshal, executing the subgrant agreement to accept equipment and provide assistance for improved disaster response capabilities.

WHEREAS, the Recipient agrees to: 1) purchase and maintain equipment, goods and supplies, 2) provide a hazardous materials team response to incidents in the jurisdiction and region, 3) retain sufficient records demonstrating compliance; and 4) submit an annual report.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF GAINESVILLE, FLORIDA:

Section 1. The City Commission hereby authorizes the City Manager to execute the Subgrant Agreement Number ___-NF-00-00-00-00-___ with the State of Florida Department of Community Affairs.

PASSED AND ADOPTED this _____ day of January 2005.

PEGEEN HANRAHAN, MAYOR

ATTEST:

Kurt M. Lannon, Clerk of the Commission

Approved as to form and legality.

Marion J. Radson, City Attorney



FLORIDA STATE FIRE MARSHAL
Bureau of Fire Standards & Training

DATE: December 20, 2004
TO: WMD Hazardous Materials Teams
FROM: Dave Casey, Bureau Chief *[Signature]*
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.

DAVID A. CASEY • BUREAU CHIEF
STATE FIRE MARSHAL • BUREAU OF FIRE STANDARDS AND TRAINING
11655 NW GAINESVILLE ROAD • OCALA, FLORIDA 34482-1486 • TEL. 352-369-2833 • FAX 352-732-1433 • SC 687-2833
EMAIL • DAVE.CASEY@FLDFS.COM

AFFIRMATIVE ACTION • EQUAL OPPORTUNITY EMPLOYER



TOM GALLAGHER
CHIEF FINANCIAL OFFICER
STATE FIRE MARSHAL
STATE OF FLORIDA

December 27, 2004

Donald Sessions
Special Operations Chief
Gainesville Fire Rescue
1024 NE 145 St.
Gainesville, FL 32601

Chief Sessions:

I received your email today regarding the contract for tow vehicle. I agree with your requests and below is a copy of your email for reference.

-----Original Message-----

From: Sessions, Donald R. [mailto:sessionsdr@ci.gainesville.fl.us]
Sent: Monday, December 27, 2004 3:55 PM
To: Dave Casey
Cc: Sessions, Donald R.
Subject: FW: Contract for Tow vehicle

Monday, December 27, 2004

Dave Casey
Bureau Chief
Florida State Fire College

Chief Casey,

We are preparing to submit our contract regarding receipt of the trailer hauling vehicle and equipment maintenance funds for review and signature to the City Commission. I noticed to small areas of concern that I wanted to clarify. Prior to sending this contract on its journey, I need to memorialize our discussion on December 27th, 2004 regarding the "spirit" of the contract/agreement and solidify your support and approval.

As we discussed, we would like to utilize this vehicle as a squad, fully staff and assign the mission of delivery of the hazardous materials response trailer upon request or need directly to this unit. It is recognized that upon request, this vehicle or its back-up be tasked with the mission to deliver the hazmat trailer to its intended destination in support of GFR's Regional Hazmat/WMD Response Team.

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EMAIL • DAVE.CASEY@FLDFS.COM
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COPI OF AGREEMENT
BEING SENT TO
CITY ATTORNEY
FOR REVIEW.
MAN

In addition, the City of Gainesville will integrate this vehicle into its fleet replacement schedule providing the mechanism for replacement after seven years or sooner if mechanically indicated. It must be recognized that the City shall have the right to execute the replacement of this squad at that time utilizing the acquired vehicle as a "trade-in."

It is understood that if the City of Gainesville ceases to provide hazardous materials emergency response that this vehicle may revert in ownership back to the Department of Community Affairs; otherwise it is transferred free and clear.


If you agree with this synopsis of our discussion and remain in support, please respond back to me and indicate your support so that I may include this with our contract for review.

Thanks again for your support and assistance,

Donald Sessions
Special Operations Chief
Gainesville Fire Rescue
Phone: (352) 334-5078
Fax: (352) 334-2529
Cell: (352) 318-5291
Pager (352) 412-7807

If you need any additional assistance, please contact me.

Sincerely,


David A. Casey
Bureau Chief

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)**

COPY

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 City of Gainesville, a municipal corporation organized under the laws of the State of Florida (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 - 1, "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 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 as a result of action by Congress, the state Legislature, the Office of the Comptroller or the Office of Management and Budgeting, or if any of the following events occur ("Events of Default"), all obligations on the part of the Department to make any further donations or payment of funds hereunder shall, if the Department so elects, terminate and the Department may, at its option, exercise any of its remedies set forth herein, but the Department may make any payments or parts of payments after the happening of any Events of Default without thereby waiving the right to exercise such remedies, and without becoming liable to make any further payment:

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

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

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

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

(b) Upon the happening of an Event of Default, then the Department may, at its option, upon thirty (30) calendar days prior written notice to the Recipient and upon the Recipient's failure to timely cure,

exercise any one or more of the following remedies, either concurrently or consecutively, and the pursuit of any one of the following remedies shall not preclude the Department from pursuing any other remedies contained herein or otherwise provided at law or in equity:

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

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

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

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

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

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

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

(f) In addition to any other remedies, the Recipient shall return to the Department any granted

equipment or supplies which were used for ineligible purposes under the program laws, rules, and regulations governing the use of the funds under the program.

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

(8) NOTICE AND CONTACT.

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

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

Department of Financial Services
Division of State Fire Marshal
11655 NW Gainesville Rd. Ocala, FL 34482
Telephone: 352/369-2829
Fax: 352/732-1433
Email: 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	Donald Sessions
Agency	City of Gainesville Fire Rescue
Telephone:	(352) 334-5078
Fax:	(352) 334-2529
Email	sessionsdr@cityofgainesville.org