

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: February 6, 2007

☒ [X]
[]

Consent
Workshop

[]
[]

Regular
Public Hearing

Department

Submitted For: FIRE RESCUE

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve a Memorandum of Understanding (MOU) with the State of Florida, Department of Community Affairs (FDCA), providing for one (1) EMS-Mass Casualty Incident Management Tow Vehicle, funded through the 2003 Domestic Preparedness Grant funding program.

Summary: The State of Florida, Department of Community Affairs (FDCA) has received grant funds from the US Department of Homeland Security, Office of Grants and Training, as part of the 2003 Domestic Preparedness Grant funding program. The FDCA is authorized to subgrant these funds to other Recipients. Grant guidelines require that, if the State retains a portion of said grant funds on behalf of a Recipient, the State must enter into an MOU with the Recipient. There was no formal application required for this grant funding. However, based on the results of a needs-based survey, the FDCA has prepared an MOU stating the State has retained \$63,500 in grant funding for Palm Beach County for purchases to be made by the State on our behalf. The State has purchased and delivered to Palm Beach County (1) EMS-Mass Casualty Incident Management Tow Vehicle, GMC-4500 (VIN: 1GBE4C1275F506221). There is no cost share requirement associated with this agreement.
Countywide (SB)

Background and Policy Issues:

The State of Florida, Department of Community Affairs (FDCA) was awarded grant funding by the US Department of Homeland Security, Office of Grants and Training, and has the authority to subgrant these funds to recipients who meet the State guidelines of the program. Through the 2003 Homeland Security Grant Program (SHSGP), funds are provided to enhance the capability of State and Recipients to prevent, deter, respond to, and recover from incidents of terrorism. The FDCA has retained \$63,500 in grant funding and purchased/delivered an EMS-Mass Casualty Incident Management Tow Vehicle, GMC-4500 (VIN: 1GBE4C1275F506221).

Attachments:

1. State of Florida, Department of Community Affairs Memorandum of Understanding

Recommended By: _____

Deputy Chief

12-27-06

Date

Approved By: _____

Fire-Rescue Administrator

12-27-06

Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	_____	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes _____ No X

Budget Account No.: Fund 1300 Dept _____ Unit _____ Object _____

B. Recommended Sources of Funds/Summary of Fiscal Impact:

There is no cost share requirement associated with this grant other than maintenance and operating costs for the operation of the Tow Vehicle.

C. Departmental Fiscal Review: [Signature]

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Control Comments:

[Signature] 1-5-07
OFMB
1/5/07

[Signature] 1/10/07
Contract Dev. and Control
6 items 1/10/06
This MOU complies with our review requirements.

B. Legal Sufficiency

[Signature] 1-11-07
Assistant County Attorney

C. Other Department Review:

Department Director

THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.

**MEMORANDUM OF UNDERSTANDING
FOR EXPENDITURE OF RECIPIENT FUNDING
FROM 2003 DOMESTIC PREPAREDNESS GRANT
STATE HOMELAND SECURITY GRANT PROGRAM**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered into by and between Palm Beach County, a political subdivision of the State of Florida, ("Recipient") and Florida Department of Community Affairs ("FDCA").

WHEREAS, the U.S. Department of Homeland Security, Office of Grants and Training has made available 2003 Domestic Preparedness Grant funds to the Florida Department of Community Affairs ("FDCA"), as the State of Florida's State Administrative Agency under federal grant guidelines, which funds are designated to be used for planning, equipment, training, exercise and management and administrative Purchases and activities in Domestic Preparedness; and

WHEREAS, the 2003 Homeland Security Grant Program ("SHSGP"), is a portion of the 2003 Domestic Preparedness Grant and provides funds to enhance the capability of State and Recipients to prevent, deter, respond to, and recover from incidents of terrorism; and

WHEREAS, the 2003 Domestic Preparedness Grant guidelines require that, if the State retains a portion of said grant funds on behalf of a Recipient, the State must enter into a Memorandum of Understanding ("MOU") with the Recipient, specifying the amount of funds to be retained by the State for Purchase of the below identified equipment ("the Purchases"); and

WHEREAS, the State and the Recipient have utilized the State of Florida's State Homeland Security Strategies as the basis for the allocation of 2003 SHSGP funds to meet prioritized needs to enhance and refine their preparedness efforts, and have received state and federal approval for the allocation and expenditure of said funds as designated herein.

NOW THEREFORE, in consideration of the mutual promises and conditions herein contained, the parties agree to the following terms and representations:

1. The Recipient requests that the State, through FDCA, retain the amount of **\$63,500** ("Grant Fund Amount"), as a portion of the Recipient's allocation of the SHSGP portion of the 2003 Domestic Preparedness Grant, for the Purchases identified below to be made by the State on behalf of the Recipient.
2. FDCA, in its administration of the 2003 SHSGP grant funds, agrees to retain and expend the Grant Fund Amount for the Purchases on behalf of the Local Government Unit.
3. The Purchases to be made by FDCA on behalf of the Recipient consist of the planning, organizational, equipment, training, exercise, and/or management and administrative items identified below ("Purchases"), under the authorized 2003 SHSGP activity/activities designated below.
4. Recipient agrees that unless the 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 Memorandum of Understanding, and shall save FDCA harmless against all claims of whatever nature by third parties arising out of the performance of work under this Memorandum of Understanding. For purposes of this Memorandum of Understanding, the Recipient agrees that it is not an employee or agent of FDCA, but is an independent contractor.
5. 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 FDCA, 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.

6. The Recipient agrees that all notices provided under or pursuant to this Memorandum of Understanding shall be in writing, either by hand delivery, or first class, certified mail, return receipt requested, to the contract representative identified below at the address set forth below and said notification attached to a copy of the original of this Memorandum of Understanding.
7. The Recipient shall use the Purchases for the purpose specified in the Florida Strategy, and specifically agrees:
 - a. That upon notification by FDCA, the Recipient shall respond to any and all incidents within its regional response area with the Purchases, and any and all other resources which it has, for so long as the MOU remains in effect, or as may be agreed under the Florida Strategy.
 - b. The Recipient shall not transfer, rent, sell, lease, alienate, donate, mortgage, encumber or otherwise dispose of the Purchases without the prior written consent of FDCA, nor shall the Recipient use the Purchases for any use other than as specified in the Florida Strategy. Use of the Eligible Equipment shall be monitored by FDCA as set forth in Addendum A to this MOU.

The Recipient agrees to promptly return to FDCA the signed equipment packaging slip(s) acknowledging possession of all the Purchases.

The names and addresses for the FDCA contract managers for this MOU are:

Contract/Financial Activities:

Cherie Trainor, Administrator
Department of Community Affairs
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Phone Number: (850) 413-9942
Email: cherie.trainor@dca.state.fl.us

Programmatic Activities:

Chuck Hagan, Administrator
Department of Community Affairs
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Phone Number: (850) 410-1263
Email: charles.hagan@dca.state.fl.us

The name and address of the representative of the Recipient responsible for the administration of this MOU is:

Name and Title: Sean O'Bannon, Division Chief
Address: 50 South Military Trail, Suite 101
City/State/Zip: West Palm Beach, Florida 33415
Phone Number: 561.688.3830
Email: sobannon@co.palm-beach.fl.us

☐ Planning

Specific program, service, item: _____

☐ **Equipment Acquisition/Scope of Work:**

The Department of Community Affairs, Division of Emergency Management, has purchased and delivered to the Recipient, (1) EMS- Mass Casualty Incident Management Tow Vehicle, GMC-4500, Vehicle Identification Number 1GBE4C1275F506221, with utility body, valued at \$63,500. This equipment is part of the FY 2003 ODP Part I lines 34 and 36.

☐ Training

Specific program, service, item: _____

☐ Exercise

Specific program, service item: _____

☐ Management and Administration: _____

8. FDCA is hereby approved by the State and the Recipient as the appropriate agency to acquire the items and/or provide the services required for the above-referenced Purchases on behalf of the Recipient.
9. FDCA shall apply the Grant Fund Amount, on behalf of the Recipient, to complete the Purchases identified above within the timeframe(s) required by the 2003 Domestic Preparedness Grant guidelines.
10. FDCA may maintain custody and control of any equipment purchased pursuant to this MOU on behalf of the Recipient and/or transfer said equipment to partnering agencies within the Regional Domestic Security Task Forces to the benefit of all local agencies statewide.
11. The parties agree to comply with state and federal guidelines in the allocation, expenditure and reporting of the use of the Grant Fund Amount.
12. This MOU is effective retroactively to 02/28/05 and may be modified only in writing with execution by both parties. This MOU shall expire five (5) years from the date of execution of this MOU, and shall be automatically renewed for additional five (5) year terms unless notice of termination is sent by one party to the other in accordance with the terms of Paragraph 6 herein.
13. DEBARMENT:

With respect to any Recipient which is not a local government or state agency, and which receives funds under this MOU from the federal government, by signing this MOU 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 this certification; and
4. have not within a five-year period preceding this MOU 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 MOU. In addition, the Recipient shall submit to the Department (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion for each prospective subcontractor which Recipient intends to fund under this MOU. Such form must be received by the Department prior to the Recipient entering into a contract with any prospective subcontractor.

14. AUDIT LANGUAGE:

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 \$500,000 or more in Federal awards in its fiscal year, the Recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this MOU indicates Federal resources awarded through the Department by this MOU. 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 this Paragraph 14, 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 \$500,000 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 \$500,000 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).

Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by this Paragraph 14 shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the Recipient directly to each of the following:

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

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

[an electronic copy shall also be submitted to the above office]

And

Division of Emergency Management
Finance and Logistics Section
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

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

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

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

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

Department of Community Affairs
Office of Audit Services
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
[an electronic copy shall also be submitted to the above office]
And

Division of Emergency Management
Finance and Logistics Section
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

Any reports, management letter, or other information required to be submitted to the Department pursuant to this MOU 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.

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.

15. This Memorandum of Understanding contains all the terms and conditions agreed upon by the parties.

[The remainder of this page left blank intentionally]

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

ATTEST:

SHARON R. BOCK,
Clerk & Comptroller

PALM BEACH COUNTY, Florida
By it's Board of County Commissioners

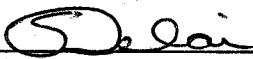
By: _____
Deputy Clerk

By: _____
Addie L. Greene, Chairperson

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS &
CONDITIONS**

By: _____
Assistant County Attorney

By:  _____
Fire-Rescue

WITNESS:

**DEPARTMENT OF COMMUNITY AFFAIRS
DIVISION OF EMERGENCY MANAGEMENT**

By: _____

By: _____
W. Craig Fugate, Director

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 (list Federal agency, Catalog of Federal Domestic Assistance title and number) –
\$63,500 value of Tow Vehicle
16.007 (CFDA time of the award). The CFDA subsequently has changed to 97.067

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:

List applicable compliance requirements as follows:

1. Recipient is to use funding to perform eligible activities as identified in the Office of Grants and Training Fiscal Year 2003 State Homeland Security Grant Program (SHSGP), consistent with the Department of Homeland Security State Strategy.
2. Recipient is subject to all administrative and financial requirements or will be violation with the terms of the agreement.

NOTE: Instead of listing the specific compliance requirements as shown above, the State awarding agency may elect to use language that requires the recipient to comply with the requirements of applicable provisions of specific laws, rules, regulations, etc. For example, for Federal Program 1, the language may state that the recipient must comply with a specific law(s), rule(s), or regulation(s) that pertains to how the awarded resources must be used or how eligibility determinations are to be made. The State awarding agency, if practical, may want to attach a copy of the specific law, rule, or regulation referred to.

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.

Addendum A

Monitoring Procedure for Subgrant Equipment Recipients

Section 1 Conditions for Requirement

- 1.1 For all equipment meeting the following conditions, an 'ODP Sub-Grant Recipients - Major Equipment Items Reporting Form' (Addendum B) must be completed annually and submitted according to Submission Guidelines (Section 2).

Conditions:

- 1.1.a Equipment received through Memorandum of Understanding between the recipient agency and the Department of Community Affairs, Division of Emergency Management; and
- 1.1.b Dollar value of item is equal to or greater than \$1,000.00.

Section 2 Submission Guidelines

- 2.1 Prior to December 31 of each year, recipient agency contact as documented in Memorandum of Understanding, is responsible for completing and returning the following documentation to:

Department of Community Affairs
Division of Emergency Management
Bureau of Compliance, Planning and Support
Finance and Logistics Section
2555 Shumard Oak Blvd.
Tallahassee, Florida 32399-2100

Documentation:

- 2.1.a Completed attached 'ODP Sub- Grant Recipients – Major Equipment Items Reporting Form' (Addendum B); and
- 2.1.b Digital Photos of item including time and date stamp. Photo requirements as follows:
- i) Minimum of (4) four photos, one from each side showing 360° condition of asset:
- boats
 - vehicles
 - trailers
 - robots
 - any motor powered transportable asset
- ii) Minimum (1) one photo, full front view of asset:
- personal protective equipment
 - medical equipment
 - any asset without motor power

Section 3 Exclusions and Limitations

- 3.1 **Expired Items**
Equipment is considered expired if manufacturer issued expiration date is past and is exempt from the reporting requirement **IF** an Addendum B reporting form has been submitted to Department of Community Affairs, Division of Emergency Management indicating item is expired. Indicate **EXPIRED** on your response when indicating the present condition of the item; OR
- 3.2 **Disposed Items**
Items which have been disposed are exempt from the reporting requirement **AFTER**
- a. an Addendum B reporting form has been submitted to Department of Community Affairs, Division of Emergency Management indicating:

- i) the item has been **DISPOSED** of; AND
- ii) the sale price in accordance with Code of Federal Regulations, Title 28, § 66.32, (d)(1); *unless exempt from reporting* under CFR, Title 28, § 66.32 (e)(1) which omits reporting of sale price if under \$5,000.00; OR;
- iii) disposition has been completed in accordance with CFR, Title 28, § 66.32 (c)(4) which allows for trade-in or sale of equipment to off-set price of replacement equipment, subject to approval from Department of Community Affairs, Division of Emergency Management.

3.3 **Expended Items**
Items which have been expended are exempt from the reporting requirement **AFTER** an Addendum B reporting form has been submitted to the Department of Community Affairs, Division of Emergency Management indicating **EXPENDED** in the 'Present Condition' column.

3.4 **Exempt**
Items which have a dollar value less than \$1,000.00 are exempt from reporting requirements entirely.

Section 4 Federal Compliance

4.1 Recipient contact shall sign on the reporting form certifying that he or she has read Title 28, Judicial Administration, and the item(s) is/are being used and maintained in accordance with the following Department of Justice Guidelines as applicable (emphasis added).

Title 28: Judicial Administration § 66.32 Equipment.

(a) *States.* A State will use, manage, and dispose of equipment acquired under a grant by the State in accordance with State laws and procedures. **Other grantees and subgrantees will follow paragraphs (c) through (e) of this section.**

(b) *Use.* (1) Equipment shall be used by the grantee or subgrantee in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by Federal funds. When no longer needed for the original program or project, the equipment may be used in other activities currently or previously supported by a Federal agency.

(2) The grantee or subgrantee shall also make equipment available for use on other projects or programs currently or previously supported by the Federal Government, providing such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use shall be given to other programs or projects supported by the awarding agency. User fees should be considered if appropriate.

(3) Notwithstanding the encouragement in §66.25(a) to earn program income, the grantee or subgrantee must not use equipment acquired with grant funds to provide services for a fee to compete unfairly with private companies that provide equivalent services, unless specifically permitted or contemplated by Federal statute.

(4) When acquiring replacement equipment, the grantee or subgrantee may use the equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property, subject to the approval of the awarding agency.

(c) *Management requirements.* Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part with grant funds, until disposition takes place will, as a minimum, meet the following requirements:

(1) Property records must be maintained that include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.

(2) A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.

(3) A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated.

(4) Adequate maintenance procedures must be developed to keep the property in good condition.

(5) If the grantee or subgrantee is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

(d) *Disposition.* When original or replacement equipment acquired under a grant or subgrant is no longer needed for the original project or program or for other activities currently or previously supported by a Federal agency, disposition of the equipment will be made as follows:

(1) Items of equipment with a current per-unit fair market value of less than \$5,000 may be retained, sold or otherwise disposed of with no further obligation to the awarding agency.

(2) Items of equipment with a current per unit fair market value in excess of \$5,000 may be retained or sold and the awarding agency shall have a right to an amount calculated by multiplying the current market value or proceeds from sale by the awarding agency's share of the equipment.

(3) In cases where a grantee or subgrantee fails to take appropriate disposition actions, the awarding agency may direct the grantee or subgrantee to take excess and disposition actions.

(e) *Federal equipment.* In the event a grantee or subgrantee is provided federally-owned equipment:

(1) Title will remain vested in the Federal Government.

(2) Grantees or subgrantees will manage the equipment in accordance with Federal agency rules and procedures, and submit an annual inventory listing.

(3) When the equipment is no longer needed, the grantee or subgrantee will request disposition instructions from the Federal agency.

(f) *Right to transfer title.* The Federal awarding agency may reserve the right to transfer title to the Federal Government or a third part named by the awarding agency when such a third party is otherwise eligible under existing statutes. Such transfers shall be subject to the following standards:

(1) The property shall be identified in the grant or otherwise made known to the grantee in writing.

(2) The Federal awarding agency shall issue disposition instruction within 120 calendar days after the end of the Federal support of the project for which it was acquired. If the Federal awarding agency fails to issue disposition instructions within the 120 calendar-day period the grantee shall follow 66.32(e).

(3) When title to equipment is transferred, the grantee shall be paid an amount calculated by applying the percentage of participation in the purchase to the current fair market value of the property

[53 FR 8068 and 8087, Mar. 11, 1988, as amended by Order No. 1252-88, 53 FR 8068, Mar. 11, 1988; 53 FR 12099, Apr. 12, 1988]

Addendum B ODP Sub-Grant Recipients - Major Equipment Items Reporting Form

In compliance with Federal Awards Monitoring requirements of the State Domestic Preparedness Equipment Support and State Homeland Security Grant (SDPES/SHSGP) Programs, we are requesting the following be completed by your office no later than close of business December 31 each calendar year.

Complete the following:

[illegible]

†See Title 28, §56.32, (5)(e)(1 & 2) for Disposition Requirements

Please take clear digital photographs with a camera, that has both time and date features*, (as directed in Section 2) of this asset and e-mail by December 31 to Cherie Trainor at the following e-mail address:
cherie.trainor@dca.state.fl.us

Please CC: Chuck Hagan @ Charles.Hagan@dca.state.fl.us and
Farrah Gosford @ Farrah.Gosford@dca.state.fl.us

* Please be sure that the time and date feature is on, and imprinted on each of the photographs.

I hereby certify that I have read and understood Code of Federal Regulations, Title 28, Judicial Administration, §86.32 Equipment, and that the use and maintenance of this equipment is in compliance with same.

Completed By (Print)	Title
Signature	Date